

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, MAY 18, 2023**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

DATE: May 18, 2023

TIME: 4:00 p.m. Retiree/Resignee Recognition
5:00 p.m. Closed Session
6:30 p.m. Open Session

Trustees
*Carolyn Swanson, President
Jennifer McNary, Clerk
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson
Rey Avila, Student Representative*

LOCATION: IN PERSON
Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/87325634048?pwd=d0hLb1Q5c3BpaUp6Z2s4dE91SG1tZz09>

Meeting ID: 873 2563 4048

Passcode: 469452

One tap mobile +13017158592,,87820869443#,,,,*585985# US (Washington DC)

+13092053325,,87820869443#,,,,*585985# US

Find your local number: <https://pgusd.zoom.us/j/87325634048?pwd=d0hLb1Q5c3BpaUp6Z2s4dE91SG1tZz09>

The Board of Education welcomes you to its meetings, which are regularly scheduled for the first and third Thursdays of the month. Regular Board Meetings shall be adjourned by 10:00 pm, unless extended to a specific time determined by a majority of the Board. This meeting may be extended no more than once and may be adjourned to a later date. Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent at least two days before the meeting date.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 435 Hillcrest Avenue, Pacific Grove during normal business hours.

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

Good evening. As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

- Board Questions/Comments:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

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II. RETIREE/RESIGNATION RECOGNITION

Director of Student Services Clare Davies, 9 years
Recreation Attendant/Special Education Instructional Assistant Evelyn Franco, 19 years
Pacific Grove High School Teacher Karinne Gordon, 16 years
Nutrition Director Stephanie Lip, 4 years
Bus Driver/Noon Duty Vicky Miller, 19 years
Pacific Grove Middle School Teacher Wendy Milligan, 31 years
Director II of Human Resources Billie Mankey, 18 years
Superintendent Ralph Porras, 16 years
Pacific Grove High School Assistant Principal Shane Steinback, 16 years
Pacific Grove Adult School Program Coordinator Eric Saavedra, 4 years

III. CLOSED SESSION

A. Identify Closed Session Topics

The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Negotiations with Unrepresented Employee
Agency Negotiator: Superintendent and Assistant Superintendent
Position: Meet and Confer Classified Confidential
5. Negotiations with Unrepresented Employee
Agency Negotiator: Superintendent and Assistant Superintendent
Position: Meet and Confer Management
6. Negotiations with Unrepresented Employee
Agency Negotiator: Superintendent and Assistant Superintendent
Position: Adult School Teaching Staff
7. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)
8. Negotiations with Unrepresented Employee
District Negotiator: Superintendent
Position: Assistant Superintendent

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9. Negotiations with Unrepresented Employee
District Negotiators: Board President and Legal Counsel
Position: Superintendent

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

IV. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.
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8. Negotiations with Unrepresented Employee
District Negotiator: Superintendent
Position: Assistant Superintendent
9. Negotiations with Unrepresented Employee
District Negotiators: Board President and Legal Counsel
Position: Superintendent

B. Pledge of Allegiance

V. EQUINE HEALING PRESENTATION

The Board will receive a presentation from Jennifer Fenton of Equine Healing.

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VI. INFORMATION/DISCUSSION

- A. ABM Building Solutions, LLC Presentation on District Efficiency Study 13
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) District Administration recommends the Board receive the information/presentation by ABM Building Solutions, LLC on the Preliminary Assessment, and provide direction to District Administration on next steps.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____

VII. RECOGNITION

The Board will recognize Student Representative Rey Avila for his work on the Pacific Grove Unified School District Board of Education.

VIII. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report

IX. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

*Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board will also take public comment on each specific action item prior to Board action on each item. **Any individual wishing to comment on a specific item on the current agenda are kindly asked to wait till that item is being discussed.** The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.*

- A. PGUSD Staff Comments (Non-Agenda Items)
- B. Community Members (Non-Agenda Items)

X. CONSENT AGENDA

*Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. **There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda.** Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.*

- A. Minutes of April 28, 2023 Special Board Meeting 36
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of May 4, 2023 Board Meeting 37
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.

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- C. Classified Assignment Order #17 52
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #17.
- D. Certificated Assignment Order #17 54
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #17.
- E. Acceptance of Donations 56
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- F. Cash Receipts No. 17 57
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- G. Warrant Schedule No. 655 59
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District’s budget, and purchasing and accounting practices and therefore, recommend Board approval.
- H. California School Board Association Policy Updates September 2022 61
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review the California School Board Association policy updates from September 2022.
- I. Contract for Services with Peninsula Sports, Inc. at Pacific Grove Middle School 233
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. and Pacific Grove Middle School (PGMS) to provide scheduling of the referees for the 2023-2024 school year.
- J. Contract for Services with Premier Studios at Pacific Grove Middle School 239
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Premier Studios of California and Pacific Grove Middle School (PGMS) to provide photography services for the 2023-2024 school year.
- K. Contract for services with Parchment Services for Pacific Grove High School for July 1, 2023- June 30, 2024 245
Recommendation: (Lito M Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Parchment Services for Pacific Grove High School for July 1, 2023-June 30, 2024.
- L. District Vehicle Surplus 252
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the surplus and disposal of four (4) district fleet vehicles and one (1) school bus.

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- M. Surplus Furniture and Electronic Equipment Discard 254
Recommendation: (Lito Garcia, Community High School Principal) The District Administration recommends the Board review and approve the discard of surplus furniture and electronic equipment.
- N. Memorandum of Understanding with North Monterey County Unified School District for Independent Study 256
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the 2023-2043 Memorandum of Understanding (MOU) with North Monterey County Unified School District (NMCUSD) for Independent Study.
- O. Memorandum of Understanding with the City of Pacific Grove for Expanded Learning Opportunities Summer Camp Program 260
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the attached Memorandum of Understanding (MOU) between PGUSD and the City of Pacific Grove for the Expanded Learning Opportunities (ELOP) Summer Camp Program.
- P. Contract for Services with Leadership Associates for Superintendent Search 266
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the attached contract from Leadership Associates for conducting a Superintendent search.
- Q. American Sign Language Interpreter – ASL Works Interpretation 269
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the Contract for Services for ASL Works Interpretation – Susie Devergranne for in person American Sign Language interpretation services for the Middle School Promotion Ceremony on May 25, 2023.
- R. American Sign Language Interpreter – Laura Keen, Sign Language Interpreter 275
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the Contract for Services for Laura Keen, Sign Language Interpreter for in person American Sign Language interpretation services for the Middle School Promotion Ceremony on May 25, 2023.
- S. Contract for Services with Document Tracking Services 2023-2024- Documents 281
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the 2023-2024 contract for services for Document Tracking Services, documents.
- T. Contract for Services with Document Tracking Services 2023-2024- Translation 287
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the 2023-2024 contract for services for Document Tracking Services, translation.
- U. Contract for Services with FAST Translation Services for 2023-24 293
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the 2023-2024 Contract for Services for FAST Translation Service in person and virtual interpretation services via in person and/or virtual meetings for languages other than English.

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- V. Contract for Services with Language Line for 2023-24 299
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the 2023-2024 Contract for Services for Language Line verbal interpretation services via phone and/or virtual meeting for languages other than English.
- W. Monterey County Office of Education Agreement for Operation of Regional Program 305
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and consent to the 2023/2024 Monterey County Office of Education (MCOE) Agreement for Operation of Regional Program.
- X. Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes 2023-2024 313
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District (PGUSD) and Carmel Unified School District (CUSD) for the placement of students with disabilities in Special Day Classes for 2023-2024
- Y. Contract for services with SNS Interpreting-Sign Language Interpreter 321
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract for services with Sharon Neumann Solow MA, CSC, SC:L, to provide sign language interpretation as needed for students and families.
- Z. Contract for services with F.A.S.T. Translations 327
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with F.A.S.T. Translations.
- AA. Contract for Services with The Bay School, Non-Public School 333
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board consent to the placement of a student at The Bay School, Non-Public School for tuition and services for a student placed through the IEP process.
- BB. Contract with Chartwell School, Non-Public School 341
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board approve the contract with Chartwell School, Non- Public School for tuition and services for a student placed through the IEP process.
- CC. Renewal of Contract with Medical Billing Technologies, Inc 350
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the agreement between Medical Billing Technologies, Inc (MBT) and Pacific Grove Unified School District for billing services related to our LEA Medi-Cal Direct Billing Program.
- DD. 2023-24 Safety Training Observation and Consulting 358
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board approve the attached contract for the FY2023-24 Safety Training Observation and Consulting Agreement.

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EE. Agreement for Legal Services with Lozano Smith for 2023-24 366
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2023-24.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

XI. PUBLIC HEARINGS

A. 2023-24 Adopted Budget Public Hearing 373
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and adopt the District General Fund Budget and all other Funds for fiscal year 2023-24.

Open Public Hearing: _____ Close Public Hearing: _____

- Board Comments/Questions:
- Public Comment:

B. Public Hearing of the Pacific Grove Unified School District Local Control and Accountability Plan 428
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board hold a public hearing and review the Pacific Grove Unified School District Local Control and Accountability Plan (LCAP) for the 2023-2024 school year.

Open Public Hearing: _____ Close Public Hearing: _____

- Board Comments/Questions:
- Public Comment:

C. Public Hearing for the Tentative Agreement with the California School Employees Association (CSEA) for 2022-23 519
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and The California School Employees Association (CSEA) for 2022-23.

Open Public Hearing: _____ Close Public Hearing: _____

- Board Comments/Questions:
- Public Comment:

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D. Public Hearing of Tentative Agreement with Pacific Grove Teachers Association (PGTA) for Fiscal Year 2022-2023 523

Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for fiscal year 2022-2023.

Open Public Hearing: _____ Close Public Hearing: _____

- Board Comments/Questions:
- Public Comment:

XII. ACTION/DISCUSSION

A. Adoption of Resolution No. 1107 Proclaiming June 2023 LGBTQ++ Month 555

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends the Board adopt Resolution No. 1107 proclaiming June as LGBTQ+ Pride Month.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

B. Approval of Tentative Agreement with California School Employees Association 558

Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

C. Approval of Tentative Agreement with Pacific Grove Teacher's Association 562

Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

D. Approval of Pacific Grove Unified School District Confidential Employees Agreement 594

Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Confidential Employees.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

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- E. Approval of Pacific Grove Unified School District Classified and Certificated Management Agreement 596
Recommendation: ((Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District Classified and Certificated Management Employees.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- F. Approval of the Assistant Superintendent's 2023 Contract 598
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's contract for the 2023-2024 school years as proposed.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- G. Summer School Principal, Stipend Salary Schedule Revision 604
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the Management Salary Schedule Stipend revision for Summer School Principal as presented. The annual stipend is recommended to increase from \$6,000 to \$10,300.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- H. Resolution 1108 Indoor Air Quality Community Education Award Grant 605
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve Resolution 1108 acknowledging receipt of the Indoor Air Quality (IAQ) Community Education Award Grant
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___
- I. District Wide comprehensive Site Safety and Security Threat Vulnerability Risk Assessment 607
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board approve the attached contract for a comprehensive district wide Site Safety and Security Threat Vulnerability Risk Assessment.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

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- J. Approval of the *Desmos Mathematics Program* for Pacific Grove Middle School Math Grades 6, 7, and 8 618
Public Hearing (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board hold a public hearing for the Pacific Grove Middle School mathematics program *Desmos Mathematics* to be used in grades 6, 7, and 8.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- K. Contract for Services with Scudder Roofing at Robert Down Elementary School 619
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the contract for services with Scudder Roofing at Robert Down Elementary School for the shingle roof replacement project.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- L. Contract for Services with Ausonio Construction at Pacific Grove High School 630
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the contract for services with Ausonio Incorporated at Pacific Grove High School for the roofing and painting project.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- M. Contract for Services with Otto Construction at Forest Grove Elementary School 640
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the contract for services with Otto Construction at Forest Grove Elementary for the roofing and painting project.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- N. Contract for services with Southern Bleacher 650
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends the Board review and ratify the Emergency contract for services with Southern Bleacher at Pacific Grove High School for Emergency demolition and temporary repairs to make the remaining portion of bleachers safe for commencement.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

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- O. Board Agenda Format Regarding Individuals Desiring to Address the Board 656
Recommendation: (Carolyn Swanson, Board President) The Board President recommends the Board add California School Employee Association (CSEA) and Pacific Grove Teachers Association (PGTA) sections to the Board agenda Individuals Desiring to Address the Board.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

- P. Pacific Grove Unified School District Post Pandemic Protocols 657
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the below post pandemic protocol from California Department of Public Health.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

- Q. Board Calendar/Future Meetings 659
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

XIII. INFORMATION/DISCUSSION (continued)

- B. California School Board Association Policy Updates December 2022 664
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review the California School Board Association policy updates from December 2022.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

- C. Future Agenda Items 866
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits (Fall 2023)
- Added April 26, 2023: The WAVE Program (September 2023)

- Board Questions/Comments:
- Public Comment:
- Direction: _____

XIV. ADJOURNMENT Next regular Board meeting: June 1, 2023

- | | |
|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Public Hearing |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | |
| <input type="checkbox"/> Consent | |

SUBJECT: ABM Building Solutions, LLC Presentation on District Efficiency Study

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

District Administration recommends the Board receive the information/presentation by ABM Building Solutions, LLC on the Preliminary Assessment, and provide direction to District Administration on next steps.

BACKGROUND:

The District Administration has been working to develop an actionable plan that moves PGUSD toward district wide efficiency of resources, and the introduction of a higher level of indoor air quality in our schools.

The District initiated a no cost Preliminary Assessment (PA) for all District facilities with the ABM Building Solutions, LLC. The goal of the assessment was to identify areas in which the District infrastructure would benefit from equipment and/or system improvements. Areas of scope include review of existing mechanical systems, interior and exterior lighting, building envelope, water use, as well as the potential for electrical storage systems.

ABM Building Solutions LLC, will present and discuss the following objective(s) with the Board:

- Results of the utility billing/information review
- Results of the O&M utilization
- Results from all District site visits
- District Facility Infrastructure Assessment
- Results of preliminary savings for potential infrastructure improvements
- Discuss the feasibility of a comprehensive program that is paid for through existing operational,

avoided capital and energy savings.

A Master Development Agreement (MDA) will be the next phase and cost the District \$35,000 which if the Board decides to pursue the agreed upon project scope, will be absorbed into the total project cost.

INFORMATION:

The District Administration recommends the Board review the Preliminary Assessment (PA) as presented and provide staff direction on the next phase of the program which includes an ABM Building Solutions, LLC Master Development Agreement (MDA).



Pacific Grove Unified School District
Preliminary Assessment Report
Board of Trustees

CA Contracting Program GC §4217

Presented by:
ABM Building Solutions, LLC

CSLB #976012

May
18
2023





Key Preliminary Assessment Team Members

WHO WE ARE

PURPOSE

To take care of the people, spaces and places that are important to you

VISION

To be the clear choice in the industries we serve through engaged people

MISSION

To make a difference, every person, every day



Robert Lallement
Regional Account Manager



Brett Lichtenthaler
Regional Vice President



Kevin Wolfe, PE
Lead Project Developer



Derek Reichstein
Regional Director



Preliminary Assessment Steps

**Introduction Meeting
2/23/2023**

**Memorandum of Understanding
3/13/2022**

**Preliminary Assessment
4/12/2023**

**PA Feasibility Presentation
5/18/2023**

We Are Here



Mechanical Equipment & Building Controls

Current Status

- Aging HVAC equipment and water heaters
- Some equipment well beyond useful life
- Ventilation does not currently meet recommended indoor air quality standards

Recommended Actions

- Upgrade aging & inefficient mechanical equipment to improve efficiency and ventilation
- Integration into existing Pelican control system will be fit for purpose
- Heat exchanger upgrade to HS Boiler



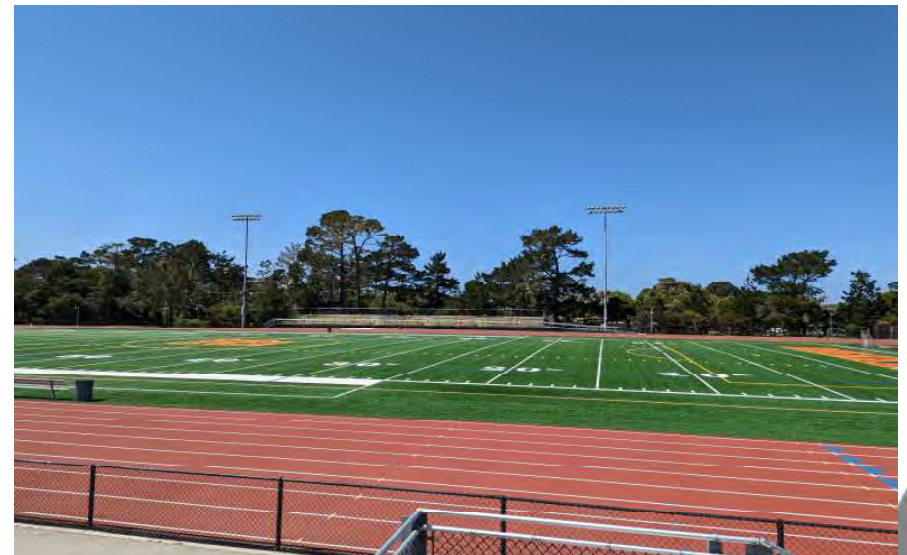
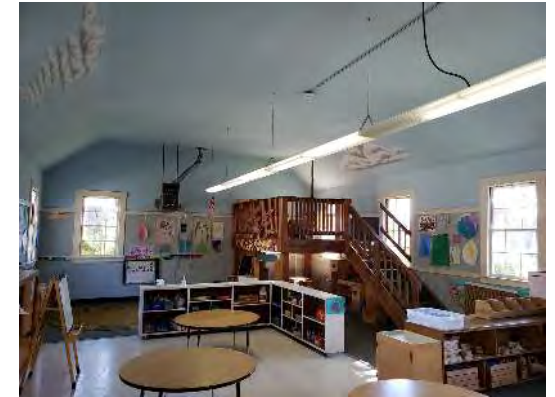
Lighting Systems

Current Status

- LED upgrades to interior and exterior has been mostly completed
- Areas still in need of retrofits

Recommended Actions

- Upgrade all remaining interior and exterior spaces to LED lighting
 - Electric utility savings range from 50% to 80%
 - LED bulb life – 25,000-50,000 hours (reduced maintenance)
 - Light rendering significantly better
- Upgrade stadium lighting to LED and improve overall lighting layout
- Add occupancy and daylighting controls where applicable



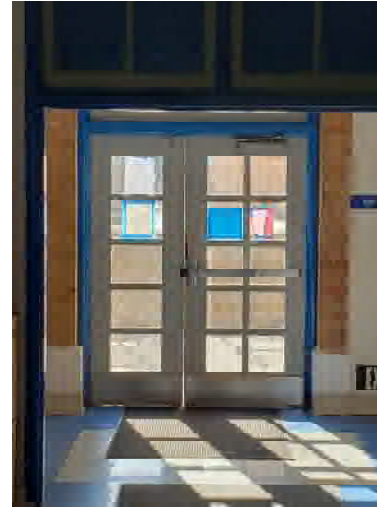
Building Envelope & Water Conservation

Current Status

- Aging buildings across the district
- Domestic fixtures are a mixture of standard, low flow and waterless fixtures
- Water usage is considerably above average

Recommended Actions

- Door weather stripping and sealing
- Sealing of windows and other external penetrations
- Upgrade domestic water heaters
- Upgrade domestic fixtures to low flow and add pedal valves
- Upgrade all irrigation controllers to WeatherTrak smart irrigation controllers
- Window replacement



Energy Resilience

Current Status

- Frequent power shut-offs District Wide causing IT issues
- Loss of ~6.5 instructional and operational days per year

Recommended Actions

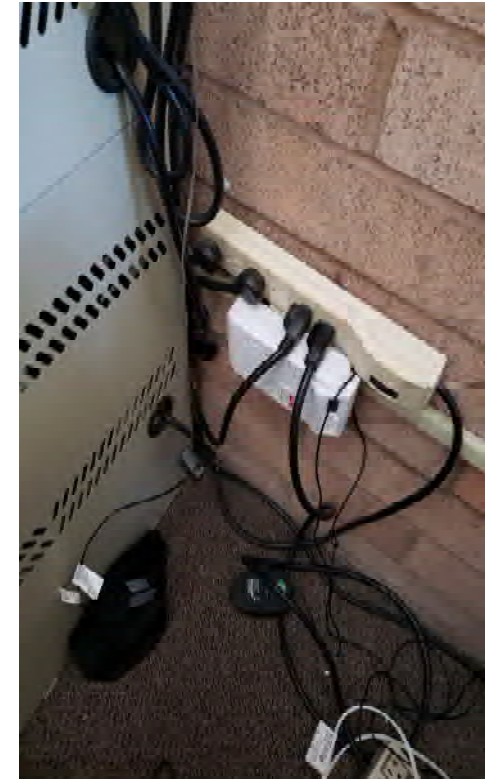
- Battery Energy Storage System at Middle School to keep IT systems running in the event of a utility shut-off
- Size battery to keep other district designated essential services running during utility shut-off event
- Strategically implement PV systems across the district



Other Areas for Improvement

Recommended Actions

- Baseball fields artificial turf conversion
- Plug load optimization
- Building automation improvements
- Attic insulation
- Roofing
- Electrical service upgrades
- EV charging
- Appliance upgrades





PGUSD Estimated Utility Savings



Utility Data Analysis



Facility Building Name	Gross Square Feet	Annual Utility Cost	Cost per Sq/Ft	Post Retrofit	
				Targeted per Sq/Ft	\$ Savings
Adult School	25,536	\$ 37,989	\$ 1.49	\$ 1.24	\$ 6,325
Robert Down Elem.	47,153	\$ 95,632	\$ 2.03	\$ 1.55	\$ 22,545
Community HS	30,919	\$ 20,996	\$ 0.68	\$ 0.58	\$ 3,063
District Office	16,550	\$ 15,207	\$ 0.92	\$ 0.77	\$ 2,418
Forest Grove	39,257	\$ 90,297	\$ 2.30	\$ 1.86	\$ 17,279
Pacific Grove High School	95,338	\$ 293,945	\$ 3.08	\$ 2.14	\$ 89,922
Pacific Grove Middle School	65,136	\$ 170,352	\$ 2.62	\$ 1.88	\$ 47,896
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
Totals	319,889	\$ 724,419	\$ 2.26	\$ 1.67	\$ 189,448

% Savings 26%

Property of ABM - Confidential and Proprietary

** all numbers displayed are based on available information provided by Pacific Grove Unified School District and are subject to change*

Leveraging Savings for Funding with CA §4217

Financial Overview

Area of Annual Savings	Amount
Utility Savings	\$189K
Maintenance and Operational Savings*	\$63K
Cost Avoidance Savings	TBD
Total Annual Savings	\$252K-310K

\$4.5M
Potential
Infrastructure
Improvements

Solutions are funded through existing operational budget

*US Department of Energy: *How to Determine and Verify Operating and Maintenance Savings in Energy Savings Performance Contracts*; March 2018
https://www.energy.gov/sites/prod/files/2018/03/f49/om_savings_guidance.pdf



Benefits of GC §4217

- ❖ **Select** a partner who provides the best value
- ❖ Accomplish Facility, Technology & Infrastructure improvements
- ❖ **Collaborative** design
- ❖ Reduced overall project cost and time to implementation
- ❖ Reduce Utility and Operational expenses
- ❖ Savings fund the improvements
- ❖ ABM **Guarantees** the savings
- ❖ No Change orders
- ❖ No Cost overruns



****GC §4217 was approved in 1984 and revised in 2005 to encourage public agencies to improve building efficiency & Infrastructure***



Alternative Revenue Sources & Grants

ABM's team of grant writers will help you and your staff pursue alternative revenue and grant opportunities at no additional cost.

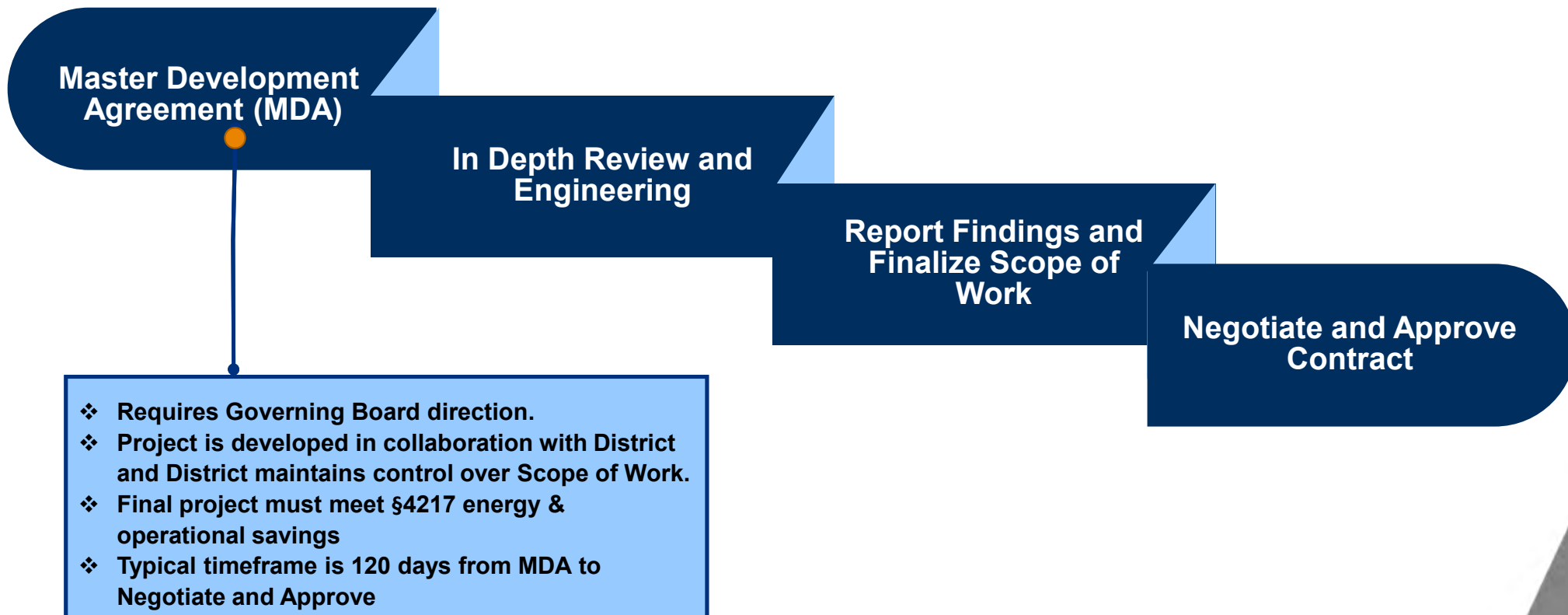
Project Benefits to PGUSD

- Increase **productivity** and **health** of students and employees through improved learning/workspaces
- Significant energy savings and general fund relief
- Recover lost instruction caused by PG&E outages
- Significant reduction in Water use
- Meet Governing and District facility improvement initiatives
- Stretch the impact of Measure D funds
- Strengthen your role as a **positive** steward of physical and fiscal resources within the Pacific Grove Community

“Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a **positive, safe and stimulating environment.**”



Process Beyond the Preliminary Assessment





Thank You

ABM Building Solutions, LLC.

Robert Lallement

Robert.lallement@abm.com

805.722.0251





Appendix



ELECTRICAL

40,000+ parking lot poles and lights serviced and maintained



ENERGY

23% average energy reduction for client properties



EV CHARGING

6,000+ EV charging stations installed and maintained



HVAC & MECHANICAL

14,375+ heating and cooling systems serviced and maintained



JANITORIAL

484+ million sq. ft. of buildings cleaned and serviced



LANDSCAPE & TURF

600+ properties maintained



PARKING & TRANSPORTATION

300,000+ parking spaces and **500+** parking locations managed

ABM.com/CA

California

Our 20,350+ team members in California are dedicated to providing maintenance to 3,700+ facilities, including LAX, SFO, BUR, and SJC airports.

- ✓ Over 40 years in business with \$713 Million in Current Guarantees
- ✓ Adequate Financial Resources – \$1.5 billion in revenue in California



Founded in San Francisco in **1909**



We operate **LAX, SFO, BUR, and SJC** airports



20,350+ Californians employed



23 branch locations



\$1.1+ billion in revenue



3,700+ buildings serviced and maintained

DOE Qualifications and Licenses



- U.S. Department of Energy’s (DOE) Qualified List of ESCOs: ABM has been added to the DOE’s List to conduct Energy Savings Performance Contracts (ESPCs) with Federal & State Agencies. We are currently developing projects across the nation in their most mission critical environments & data centers.
- NAESCO Accredited: ABM has been accredited by the National Association of Energy Service Companies.
- State of California Department of General Services (DGS) – Prequalified ESCO
- B – General Building Contractor
- C-4 – Boiler, Hot Water Heating and Steam Fitting
- C-7 – Low Voltage Systems
- C10 – Electrical
- C20 – Warm-Air Heating, Ventilating and Air-Conditioning
- C36 – Plumbing
- C38 – Refrigeration
- C43 – Sheet Metal
- C-61 / D62 – Air and Water Balancing
- C-61 / D65 – Weatherization and Energy Conservation



Bonding, DSA, and Litigation

- 
- A decorative graphic on the left side of the slide, consisting of various blue geometric shapes like circles, triangles, and polygons arranged in a circular, abstract pattern.
- **Bonding Limits**
\$70M on a single project & \$500M aggregate
 - **DSA Experience**
Lompoc USD, Winters USD, Newcastle ESD
 - **Pending Litigation**
ABM has no pending/recent litigation relating to any efficiency improvement project performance or measurement and verification (M&V)

ABM's Annual Report & Audited Financial Statements are available at www.abm.com

Government Code §4217 Improvement Examples

- Heating, Ventilation and Air Conditioning Improvements
- Park, Street and Parking Lot Lighting Retrofits
- Building Interior Lighting Retrofits
- Swimming Pool Heating and Water Conservation
- Grounds Irrigation Systems Improvements
- Ceiling Replacements
- Domestic Water Conservation Measures
- Electric or NG Buses and Work Vehicles
- Window and Door Replacements
- Roof Replacement or Repairs
- Building Automation Systems
- High Efficiency Transformers
- Hard Scape
- ADA Access
- Building Envelop Sealing
- Solar PV, Solar Thermal
- Wind Turbine Energy
- Electrical Upgrades
- Plug Load Controls
- Biomass Energy
- Battery Storage
- Sub Metering
- Green Roofs
- UPS





SERVICES

PERFORMANCE CONTRACTING



- Initial Feasibility Analysis
- Measurement & Verification
- Engineering Calculations & Design
- Repairs, Replacements, Retrofits & Upgrades
- Identification & Processing of Utility Rebates & EPA Tax Incentives
- Structuring Financing Terms to Generate Positive Cash Flow
- Commissioning & Retro-Commissioning
- On-Site Training

ABM Infrastructure Solutions

High-efficiency conservation, facility modernization & technical service program that addresses both facility upgrades & funding needs of clients.

**Performance Contracting serviced out of HVAC & Maintenance Locations.*

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of April 28, 2023 – District Office/Virtual

I. OPENED BUSINESS

A. Called to Order 3:00 p.m.

B. Roll Call

Trustee(s) Present:	Clerk Jennifer McNary (JM) Dr. Elliott Hazen (EH) Trustee Laura Ottmar (LO) Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location:	President Carolyn Swanson (CS) joined at 4:21pm
Trustee(s) Absent:	N/A
Administration Present:	Superintendent Porras Asst. Superintendent Jorn
Board Recorder:	Mandi Ackerman

C. Adopted Agenda

Board Questions/Comments:

None

Public Comment:

None

MOTION LO/EH to adopt agenda as presented.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

Clerk McNary announced the teleconferencing status of President Carolyn Swanson at 4:21 p.m.

II. ACTION/DISCUSSION

A. Governance Discussion Facilitated by DWK Attorneys at Law

Facilitated by William Tunick of DWK, the Board discussed the Brown Act, communications, how to respond to emails, social media and personal social media sites, disclosing information and potential conflicts of interest, and awareness and mindfulness of others.

The Board and staff discussed.

Public Comment:

None

IV. ADJOURNMENT

6:00 p.m.

Next Regular Board Meeting: May 4, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of May 4, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 5:00 p.m.

B. Land Acknowledgement
Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call

Trustee(s) Present:	President Carolyn Swanson (CS) Clerk Jennifer McNary (JM) Trustee Laura Ottmar (LO) Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location:	Dr. Elliott Hazen (EH)
Trustee(s) Absent:	N/A
Administration Present:	Superintendent Porras Asst. Superintendent Jorn
Board Recorder:	Mandi Ackerman
Student Board Member:	Rey Avila

President Swanson announced the teleconferencing status of Dr. Hazen.

D. Adopted Agenda

- Changes to the agenda include:
- Walk-On Contract for Services with Shake It Up Bartending for Pacific Grove High School
 - Walk-On Contract for Services with Psyched Services
 - Revised Consent Item H- Lease Agreement with The WAVE Program of Pacific Grove-cover updated, contract updated Section D modified.
 - Revised Certificated Assignment Order #16

Board Comments/Questions:
CS asked the Board if they would prefer Attorney Lou Lozano to stay at the meeting for the Superintendent Search item, and the Board confirmed.

Public Comment:
None

MOTION JM/LO to adopt agenda as amended
Motion CARRIED by roll call vote 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Negotiations with Unrepresented Potential Employee
Agency Negotiator: Board President and Legal Counsel
Position: Acting/Interim Superintendent
5. Planning and Preparation – Meet and Confer Classified Confidential
6. Planning and Preparation – Meet and Confer Management
7. Planning and Preparation – Adult School
8. Conference With Legal Counsel – Existing Litigation (Government Code Section 54956.9(D)(1))
Name of Case: OAH Case No. 2023030967

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:06 p.m.

III. RECONVENED IN OPEN SESSION 6:30 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]

Information was given.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]

Information was given.

3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

No information was given.

4. Negotiations with Unrepresented Potential Employee
Agency Negotiator: Board President and Legal Counsel
Position: Acting/Interim Superintendent

No direction was given.

5. Planning and Preparation – Meet and Confer Classified Confidential

Information was given to the Board.

6. Planning and Preparation – Meet and Confer Management

Information was given to the Board.

7. Planning and Preparation – Adult School

Information was given to the Board.

8. Conference With Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1))
Name of Case: OAH Case No. 2023030967

The Board voted unanimously, motion made by BS, seconded by JM to accept settlement agreement.

B. Pledge of Allegiance lead by

IV. STATE SEAL OF BILITERACY

Director of Curriculum and Special Projects Buck Roggeman and Pacific Grove High School Teacher Larry Haggquist recognized the staff and students who built the pathway to administer the STAMP test as a local measure of language proficiency, which resulted in 21 students earning the State Seal of Biliteracy. The following students were acknowledged:

- | | | |
|--------------------|-------------------|------------------|
| Emilia Abad | Anastasia Gabrik | Alexis Rodas- |
| Yousif Alkhalaf | Kai Hatton | Mendoza |
| Samantha Barragan | Victoria Hatfield | Norah Schramm |
| Jacob Birkett | Gabrielle Kaatz | Isabella Tamiz |
| Maria Cabrera | Grace Lyons | Andrew Valdivia- |
| William Coen | Maria More | Moncada |
| Zane Coutts | Ryan Mulholland | Athena Walling |
| Machenzie Erickson | Matilde Romano | |

V. COMMUNICATIONS

A. Written Communication

CS reported the following:

- California elected guide information confirm candidate information
- Response to a Public Records Request
- Honors Night and Promotion invitation at Pacific Grove Middle School
- Saturday Choir importance
- Poetry competition winners Teacher Ms. Lukefahr: Maram Haddad, Dia Gupta-Lemus, Samson Jenner, Hailie Atkinson
- Community Human Resources Board retreat
- Dr. on Duty authorization
- Pacific Grove High School Art Awards Winners from Teacher Mr. Kelly: Sophia Spivey, Sophia Schulz, Alana Leonard, Faith Jennings, Janica Soro, Charlotte Deegan, Vivian Ming, Laurent Bronfeld, Sophia Rudoni
- Community Human Services audit committee
- Invitation to the Falcon Fest
- Monterey Peninsula College governing board evaluation
- Missed school days
- School safety protocols
- Workshop follow-up
- PGUSD network system security

BS noted May 9 Spring Concert at Pacific Grove Middle School, June 3 PG Pops at Pacific Grove Middle School.

EH added he received an email regarding the status of the District and the City of Pacific Grove sub committee, and an email regarding the status of the skatepark.

B. Board Member Comments

Student Avila attended an assembly hosted by the PTA with guest speaker alumni of 2010 Chelsea Hill, who is victim of a car accident, shared her powerful story with the school; said school year is wrapping up, getting ready for prom, sports are ending, provided sports updates.

JM saw Mama Mia at Pacific Grove High School, and said the show was awesome, students are incredible, fun songs, positive show.

BS acknowledged the biliteracy seal, said it was amazing, said he is encouraged by what he sees in the District, such an exciting time of year, said Student Representative Avila is an incredible person.

C. Superintendent Report

Superintendent Porras thanked staff who helped organize and host the school Open Houses, as well as the Honor Night at Pacific Grove Middle School; noted the District has connected with the City of Pacific Grove regarding a subcommittee, and will begin next year.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non Agenda Items)

Robert Down Elementary School Principal Sean Keller reminded everyone it is the last chance to buy bricks.

Pacific Grove High School Assistant Principal Shane Steinback said over his 16 years he has never witnessed an assembly so captivating to students as the recent assembly speaker Chelsie Hill, 2010 Pacific Grove High School graduate; thanked Teacher Kari Serpa and Counselor Zoe Roach for coordinating.

B. Community Members (Non-Agenda Items)

Parent Deena Hski spoke about engagement and loneliness, support for Saturday Choir.

Mr. Gibbs spoke in support of the students and encouraged the Board to give the students opportunities to shine.

VII. CONSENT AGENDA

- A. Minutes of April 6, 2023 Board Meeting
- B. Minutes of April 20, 2023 Board Meeting
- C. Classified Assignment Order #16
- D. Certificated Assignment Order #16
- E. Acceptance of Donations
- F. Cash Receipts No. 16
- G. Contract for Services with David Sonderegger
- H. Lease Agreement with The WAVE Youth Program of Pacific Grove
- I. Contract for Services with Monterey Bay Face Painting
- J. Contract for Services with Kona Ice of Monterey and Salinas
- K. Contract for Services with MTH Photo Booth
- L. Contract for Services with Monterey Bay Equestrian Center

Board Comments/Questions:

JM asked about item E, questioned why the bus cost was covered by a teacher; encouraged the District to budget for next year.

LO noted her questions regarding fingerprinting were answered in advance of the meeting.

Public Comment:

None

MOTION JM/LO to approve the consent agenda as presented
 Motion CARRIED by roll call vote 5 – 0

VIII. WALK-ONS ACTION/DISCUSSION

A. Contract for Services with Psyched Services

Director of Student Services Clare Davies presented information to the Board.

Board Comments/Questions:

None

Public Comment:

None

MOTION BS/JM to approve the contract for services with Psyched Services
Motion CARRIED by roll call vote 5 – 0

B. Contract for Services with Shake It Up Bartending for Pacific Grove High School

Pacific Grove High School Principal Lito Garcia answered questions from the Board.

Board Comments/Questions:

CS noted the beverages are alcohol free, excited for prom for the students.

LO asked if the drinks were mocktails and shakers.

Student Representative Avila said prom will be a fun night.

JM said it should be a fun party.

Public Comment:

None

MOTION JM/EH to approve the contract for services with Shake It Up Bartending for Pacific Grove High School
Motion CARRIED by roll call vote 5 – 0

IX. PUBLIC HEARING

A. Public Hearing of the *National Geographic/Cengage U.S. History Through the Lens* Textbook for Pacific Grove High School U.S. History, Grade 11

Open Public Hearing: 7:07 p.m.

Close Public Hearing: 7:17 p.m.

Director of Curriculum and Special Projects Buck Roggeman presented information to the Board and answered questions.

Pacific Grove High School Teacher Lauralea Gaona thanked the Board for looking at this, said she was excited, noted the previous textbooks are outdated, and appreciated the pictures that are helpful for visual learners.

Board Comments/Questions:

CS said she was impressed with the supporting documents in the Board packet, said they were extensive.

Student Representative Avila said the text-to-speech is handy, National Geographic is interesting, should be a good.

EH thanked Director Roggeman, impressed with the textbook.

JM said she was glad the District is updating textbooks, and thanked Director Roggeman for the thorough presentation and information included in the Board packet.

LO said she would like to take the book home to look through it, thanked Direct Roggeman for taking into account how the students think and feel.

BS noted the imagery is so rich and great photography.

Public Comment:

None

X. ACTION/DISCUSSION

C. Adoption of Resolution No. 1106 Proclaiming May 2023 as Asian American Pacific Islander Heritage Month

JM presented the item to the Board.

Board Comments/Questions:

CS noted a typo, correction from 2022 to 2023.

BS is thrilled with the resolution, for personal reasons.

Student Representative Avila noted two of his best friends include a student from China and a student from the Philippines and appreciates this resolution.

Public Comment:

None

MOTION CS/JM to adopt of Resolution No. 1106 proclaiming May 2023 as Asian American Pacific Islander Heritage Month
Motion CARRIED by roll call vote 5 – 0

D. Superintendent Search Process

Dr. Eric Andrew of Leadership Associates and Daniel Moirao of McPherson and Jacobson presented information to the Board and answered Board questions.

Attorney Lou Lozano spoke about using a vendor in the Superintendent Search, acknowledged the Choir presentation, noted the next step is to bring the contract back to the Board for approval at the next Board meeting.

Board Comments/Questions:

CS asked about communications to the public on behalf of the Board; spoke about the process if a selected Superintendent leaves in a shorter period of time or if the Board changes drastically, how the vendors would handle it.

LO asked for an average timeline from each representative, asked if the search was nationwide, asked about surveys and focus groups, concerned about the face-to-face, confirmed anonymous surveys.

EH asked for clarification regarding drastic Board changes; asked about the hypothetical possibility of a potential candidate that has recently been placed in another district.

Public Comment:

Molly noted the potential large pool of candidates based on the location, said Pacific Grove is lovely but is more than its view, the community has been through a lot, the District needs someone that understands the community is multifaceted, noted larger pool of multiethnic candidates, appreciates a greater pool in that regard, not hiring because they are multiethnic, important that the District provide opportunities to have that representation.

MOTION CS/LO to proceed with Leadership Associates for the Superintendent Search Process

Motion CARRIED by roll call vote 5 – 0

XI. MUSIC PERFORMANCE

The Board took a 15-minute break during the previous item at 7:39 p.m. to enjoy a surprise performance conducted by Elementary Music Teacher Jared Masar and Saturday Choral Coach, Pacific Grove High School Musical Advisor, and Musical performance Coach Instrumental and Vocal Michelle Boulware with students from elementary, middle and high school.

The Board returned to Open Session and thanked the students and teachers for the incredible, touching and memorable performance.

XII. ACTION/DISCUSSION continued

E. Approval of the Interim Superintendent

Attorney Lou Lozano noted he is confident the District will be in good hands with Assistant Superintendent Jorn and congratulated Superintendent Porras.

Board Comments/Questions:

JM thanked Assistant Superintendent Jorn, said he was satisfied with the work coming out of his office, said this approval provides stability for the District during the transition.

LO echoed JM sentiments, expressed gratitude to Assistant Superintendent Jorn.

BS was fine with the contract, has all the faith in Assistant Superintendent Jorn.

CS said this can feel like a scary time, that the District will have a wonderful vendor to communicate to the public, is amazed at what she has seen Assistant Superintendent Jorn get

done, noted he is also taking on the Safety Director responsibilities, thanked Barbara Martinez for her work as Safety Director.

Student Representative Avila noted he has been impressed with Assistant Superintendent Jorn, noted he will get the District through this time, thanked Superintendent Porras for his time.

EH thanked Superintendent Porras for his dedication to the District, and to Assistant Superintendent Jorn for his ongoing dedication.

Public Comment:

Director of Curriculum and Special Projects acknowledged Superintendent Porras, said Assistant Superintendent Jorn is the ideal person to step in at this time and has his endorsement during the Superintendent search, and he will support and help out as needed.

MOTION EH/CS to approve the Interim Superintendent
Motion CARRIED by roll call vote 5 – 0

Superintendent Porras thanked and congratulated the Board, spoke in support of Assistant Superintendent Jorn.

F. Pacific Grove Unified School District Post Pandemic Protocols

Assistant Superintendent Jorn presented information and answered questions from the Board; noted District Nurse Powley wrote the cover sheet for this Board item.

Board Comments/Questions:

EH asked about treating COVID like a common cold or flu.

JM asked if the District would continue to notify classrooms of COVID exposures, asked if COVID would be on the list of family notifications when exposure occurs, said she was in favor of adding COVID to the notification list; withdrew the family notification list idea; likes the idea of current policy in place through the end of the school year.

LO said she is in favor of adding COVID to the notification list, requested families continue to test, for recent exposures she appreciated the student's wearing masks, noted there is still a vulnerable population and the District has a responsibility to protect those who may not fare well with COVID, would like to hear from District Nurse Powley, asked if students are testing at school or are the positive cases being reported by families, noted they could continue as they have been doing regarding notification of families, in favor of COVID being added to the family notification list, preferred to continue masking through the end of the year, by giving information to parents if a class has been exposed it gives the families an option to keep their child at home or put a mask on, asked if it is possible to add a recommendation to the notification form.

BS said it was not a bad idea to check in with District Nurse Powley, concerned about District guidelines being higher than the California Department of Public Health (CDPH), wondered if the District has something noted in parent handbooks that students be kept home when sick, urged students to stay home when sick, in favor of keeping policy through the end of the year.

CS asked if children's masks are still available at the sites, said she could see listing COVID on family notifications as problematic, noted the possible confusion that may fall on teachers or schools, said there may be things on the list that the school can verify, there are instant rapid tests available, noted continue current practice until the end of the year, said she could be in favor of not adding COVID to the notification list, could see a viable solution not changing the form but retaining the elementary mask District policy until the end of the school year, comfort to families with vulnerable family members, clarified summer school details, and effective changes in the new school year, noted the District retains the ability to make adaptations.

EH asked about a written waiver for wearing or not wearing masks, said more discussion would be useful, noted a lack of testing will end up with a lot of false negatives, does not feel confident reporting when a lot of COVID cases are likely not being caught, concerned families are not testing at the rate as in the past to collect accurate data, not in favor of adding COVID on family notification list, in favor of following CDPH guidelines.

Student Representative Avila said he would be in favor of removing the District masking policy, does not make sense to change policy before school year ends, said it is responsible to alert families when there is a positive case, in respect to families who are at higher risk, not in favor of a class-wide mask mandate.

Public Comment:

Robert Down Elementary School Principal Sean Keller said the current mandates have caused confusion, and that some children experience anxiety wearing masks and children were given the option to be removed from class in order to avoid wearing masks when an exposure occurred, encouraged the Board to recommend masks and not mandatory.

Speech Language Pathologist at Forest Grove Elementary School Molly Kriva said she was in favor of wearing masks until the end of the school year.

Robert Down Elementary School Teacher Erica Chavez encouraged the school sites to continue to have masks available for equity purposes.

Robert Down Elementary School Teacher Christina Luciano said she is in favor of keeping the current policy through the end of the school year.

MOTION LO/ to lift the class masking mandate beginning in the new school year, to include COVID-19 on the family notification form, and continue to encourage families to test for COVID

CS made a friendly amendment that the notification to families is not the formal notification from District Nurse Powley, to be placed on the 'lice' form

EH made a friendly amendment to include a written waiver to opt-out of mandatory masking if there has been a classroom exposure

No second, motion did not pass

The Board directed Administration to bring the recommendations to legal counsel, would like to allow parents to opt out of masks.

F. National School Public Relations Association Communication Review for Pacific Grove Unified School District

Board Comments/Questions:

JM noted the \$800 fee for virtual presentation by an auditor, in favor of the contract, in favor of the auditor presentation.

LO asked how focus groups would be assembled.

Public Comment:

None

MOTION BS/JM to approve the National School Public Relations Association Communication Review for Pacific Grove Unified School District for \$5,500 plus the \$800 auditor virtual presentation
Motion CARRIED by roll call vote 5 – 0

G. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)

Board Comments/Questions:

JM thanked staff, thanked everyone who participated in the survey, noted survey data is important and useful, expressed concerns regarding the contract lack of metric for evaluation and noted attendance for the SRO is not mandatory, said it would benefit the district to clean up the attendance piece, asked to evaluate the DARE program, asked if DARE is the best practice to educate students on drugs, noted staff wants to feel safer, comfortable moving forward with contract but would like to evaluate this program more thoroughly next year.

LO enjoyed seeing the survey results, said she is in favor of the SRO, would like to see additional drug education in addition to DARE, would like to see a DARE presentation by SRO Hanks, asked what does he say/how is he presenting information, encouraged increased security on campuses, wondered if there were other programs that could do better than DARE, noted there are fantastic resources in the community.

BS said he is good moving forward with contract, appreciates the survey results, would like the contract to come earlier in the year for the Board to review.

CS said the contract is what it is this year, not 100% in favor but comfortable enough to approve it, said the survey take-aways were interesting, noted staff would like to feel more secure, asked about campus monitors, discussed the Board attending a DARE program, said attendance does not feel tightened up in the contract, said she would like to make clear the Board expectation is that the SRO be at the sites, asked if the SRO is allowed to be alone with a student in his office, spoke about deliverables on contract.

EH appreciated the results from the survey, would like to move forward with this contract, would like to visit the DARE program.

Public Comment:

Molly understands there is a lot more that goes on behind the scenes, spoke about the SRO, said the funding should go to support programs, questioned effectiveness of the DARE program, expressed concerns regarding the program including being inherently racist.

MOTION BS/EH to approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)

Motion CARRIED by roll call vote 5 – 0

The Board directed Administration to ask the SRO to present DARE to the Board, would like to see the SRO contract in January, and tighten up the attendance piece.

H. Revision to the Salary Schedule for the Position of Adult School Program Coordinator

Director II of Human Resources presented information to the Board and answered Board questions.

Board Comments/Questions:

LO asked about the dollar amount change in the salary schedule, asked how the numbers were adjusted, asked why the numbers changed, noted the position was created in 2019 and the increase in salary seems steep.

BS said the revisions have been well explained, understands the concern in increase salary, notes the District salary was behind, and it looks like it is right where it should be in the middle.

EH appreciates the effort put into this item and would like to see it move forward.

Public Comment:

None

MOTION BS/JM to approve the revision to the salary schedule for the position of Adult School Program Coordinator

Motion CARRIED by 3 – 2

President Swanson and Trustee Ottmar voted against

I. “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1104

Director II of Human Resources presented information to the Board, noted employee appreciation lunches are being provided to the sites.

Board Comments/Questions:

JM noted the dates may be incorrect.

Public Comment:

None

MOTION JM/CS to approve the “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1104

Motion CARRIED by roll call vote 5 – 0

J. Resolution No. 1105 Classified School Employee Week

Board Comments/Questions:

BS noted this resolution is important, said classified employees are usually the first and last employee a child sees on campus each day, noted the storms this year and the work of classified employees.

Public Comment:

None

MOTION BS/LO to approve the “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1104

Motion CARRIED by roll call vote 5 – 0

K. Purchase of An Eight-Passenger Vehicle For Pacific Grove Adult Education Adults With Disabilities Program

Pacific Grove Adult Education Principal Barbara Martinez presented information to the Board and answered questions from the Board.

Board Comments/Questions:

LO glad the van was found.

BS asked about funding from the state.

CS noticed the sticker price and unit price was much higher due to supply and demand, noted it has been budget and is needed.

Public Comment:

None

MOTION BS/EH to approve the purchase of an eight-passenger vehicle for Pacific Grove Adult Education Adults with Disabilities Program

Motion CARRIED by roll call vote 5 – 0

MOTION CS/LO to extend the meeting until 11:00 p.m.

Motion CARRIED by roll call vote 5 – 0

L. Board Calendar/Future Meetings

Board Comments/Questions:

CS asked to align the calendar with the Leadership Associates calendar, add the SRO contract to the meeting in January, and would like more meetings that are shorter.

JM asked if the Board is interested in governance, self-evaluation, or any other topic that would be better suited to a study session or special meeting.

EH noted early December is CSBA conference, noted it would be good for the Board to discuss equity/ reconfiguration, will submit as a future agenda item.

LO noted Board self-evaluation.

Public Comment:

None

MOTION CS/LO to approve the calendar as-is
Motion did not pass by roll call vote 1 – 4
Dr. Hazen voted in favor

MOTION CS/LO to approve the calendar with the noted additions: add a Special Board meeting in September, add a regular Board meeting in early December, add the SRO contract to the Board meeting in January
Motion CARRIED by roll call vote 4 – 1
Dr. Hazen voted against

XIII. INFORMATION/DISCUSSION

A. Review of Updated Administrative Regulations 3300, 3311, and 3516

Assistant Superintendent Jorn presented information to the Board.

Board Comments/Questions:

CS noted Regulation 3300 addressed concerns from staff members, thanked Administration for bringing that forward, noted Regulations are not Board approved, encouraged employees who have questions about the reimbursement process or making a District expenditure to read the Regulation, thanked Administration for filling the gap.

JM thanked Assistant Superintendent Jorn for the work on the Regulations.

Public Comment:

None

B. California School Board Association Policy Updates September 2022

Board Comments/Questions:

CS presented this item, said the policy committee meeting was incredible.

LO and EH thanked everyone for taking the time to come together to work on this.

JM agreed with President Swanson’s comments, said the committee meeting was productive and informative.

Public Comment:

None

C. Future Agenda Items

- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- Added April 26, 2023: Equine Healing Presentation (May 18, 2023)
- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits (Fall 2023)
- Added April 26, 2023: The WAVE Program (September 2023)

Board Comments/Questions:

BS asked to remove the Teacher of the Year Recognition, noted the Board site visits, does not want too much pressure on the site staff to do something other than for the Board to be present, does not want it to feel like it's 'show time', changed his opinion and asked to remove the site visits.

CS discussed past site visits, performances, t-shirts for Board members, teachers stayed late, noted they are resource heavy, said the aspect of value for site visits is that the students know the Board exists and it is a form of outreach; asked to add a CSEA and PGTA to the public comment sections on the agenda, would like the warm invitation to the unions to have a spot on the agenda, asked for the Superintendent's office to send updates to people who have requested agenda items.

JM noted she added Board site visits, and clarified she envisioned on the day of the Board meeting, the Board would do a walking tour with the Principal and Board, open to the public, then the Board returns to the Board room at the District Office to hold the meeting, prefers being at the sites, not the fanfare or pressure or show, just a simple low key visit including being open to the public, would like to leave it up to the Administration on what to see or highlight at the site visits.

EH suggested the Board come up with other things they want to see on the site visits, in addition to Measure D.

Public Comment:

Director of Curriculum and Special Projects Buck Roggeman said all the schools would love to welcome the Board, but it puts pressure on the sites, encouraged the Board to visit the sites during the day and watch the amazing work that happens.

The Board directed Administration to remove the Teacher of the Year recognition; add an organization of agenda regarding adding PGTA and CSEA in the public comment section on the agenda.

XIV. ADJOURNED

10:31 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- | | |
|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Classified Assignment Order #17

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #17

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Classified Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 17
May 18, 2023

Page 2 of 2

2023 SUMMER SCHOOL:

Amy Riedel, Administrative Assistant II, 4.5 hrs. per day, paid per time sheet, effective June 1, 2023-June 30, 2023 only

Amy Killett, Instructional Assistant, 4.5 hrs. per day, paid per time sheet, effective June 1, 2023-June 30, 2023 only

RESIGNATION:

Adan Hull, PGMS Instructional Assistant (P.E.) 6.9 hrs./day, Noon Duty 1 hour/day, 180-day work calendar resigns effective May 26, 2023 after 5.5 successful years of service with the Pacific Grove Unified School District

Chloe Kincaid, Special Education Preschool, Paraeducator, 2.7 hrs./day, 180-day work calendar resigns effective May 22, 2023 after 1.5 months of successful service with the Pacific Grove Unified School District

Sylvia Gil, FGE Instructional Assistant, 4 hrs./day, 180-day work calendar, resigns effective May 1, 2023 after 4.75 successful years of service with the Pacific Grove Unified School District

Kulaea Tulua, PGHS Instructional Assistant (P.E.), 6.75 hrs./day, 180-day work calendar resigns effective May 26, 2023 after 7 months of successful service with the Pacific Grove Unified School District

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| <input checked="" type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Certificated Assignment Order #17

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #17

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Certificated Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 17
 May 18, 2023**

2 of 2

NEW HIRE:

Joshua Altamirano, RDE/FGE Special Education Teacher, full-time, 1.0 FTE, Column IV, Step 10, effective August 3, 2023, replaces Emily McCanney

TEMPORARY CHANGE OF ASSIGNMENT/STATUS:

Stefanie Alvarez, PGHS, voluntary TOSA assignment 1.0 FTE effective August 4, 2023 through May 31, 2024 only

Kristen Lukefahr, PGHS, English, full-time, 1.0 FTE, Column IV. Step 5. +MA, moves from Temporary Long-Term sub to Probationary 2nd year, effective August 4, 2023, replaces Larry Haggquist

Molly Binsfeld, PGAS Child Development Center Program, from Instructional Assistant 7 hrs./day, 180-day work calendar to PGAS Child Development Center Program Instructor, 8 hrs./day, Column A, Step 3, effective July 1, 2023 (replaces Kelly Ann Joyce)

Jeannie DeTomaso, FGE, Temporary Long-Term Sub, 2nd grade, Full-time, 1.0 FTE, replacing Nate Welch (LOA), effective August 4, 2023 through May 31, 2024 only

Natalie Montgomery, FGE, Temporary Long-term Sub, 5th grade, Full-time, 1.0 FTE, Column IV, Step 2, replacing Kathryn Yant (LOA), effective August 4, 2023 through May 31, 2024 only

2023 SUMMER SCHOOL ASSIGNMENTS:

Linda Williams, Principal, General Education, Stipend amount of \$10,300 pending Board Approval

Teachers, to be paid per time sheet at the hourly per diem rate, 4.5 hrs./day June 1, 2023- June 30, 2023:

- Erica Chavez, Kindergarten
- Mary Quindimiil, 1st Grade
- Heather Zunguze, 1st Grade
- Shannon McCarty, 2nd Grade
- Larry Haggquist, HS Credit Recovery
- Sunny Lee, HS Credit Recovery
- Stefanie Alvarez, HS Credit Recovery
- Margot Samuels, HS Credit Recovery
- Marc Russo, MS Credit Recovery

RETIREMENT:

Karinne Gordon, PGHS English Teacher, 0.60 FTE, revision to retirement plan, requests and qualifies for FMLA leave from August 4, 2023 through September 30, STRS retirement effective date of October 1, 2023 after 16 years of successful service with the Pacific Grove Unified School District

SUBSTITUTE:

Stephanie Wilson

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Acceptance of Donations

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board approve acceptance of donations referenced below.

INFORMATION:

During the past months the following donations were received:

<u>Forest Grove Elementary School</u> Bright Funds	\$603.31 (Unspecified)
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<u>Robert H. Down Elementary School</u> Robert Down PTA	\$806.76 (STEM)
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<u>Pacific Grove Middle School</u> None	
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<u>Pacific Grove High School</u> National Restaurant Association	\$3,088.00 (CTE Culinary)
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<u>Pacific Grove Community High School</u> None	
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<u>Pacific Grove Adult School /Lighthouse Preschool & Preschool Plus Co-op</u> None	
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<u>Pacific Grove Unified School District</u> None	
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- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Cash Receipts Report No. #17

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from April 26, 2023 to May 9, 2023.

INFORMATION:

The receipt and deposit of the identified funds were conducted consistent with District policies and procedures within the appropriate revenue accounts.

PGUSD
2022-23 BOARD REPORT # 17 Cash Receipts

April 26, 2023 - May 9, 2023

Table with 5 columns: Date, Num, Name, Account, Amount. It lists various cash receipts from April 26 to May 9, 2023, including items like insurance claims, retiree insurance, and donations, totaling 207,640.04.

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Warrant Schedule 655

DATE: May18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District’s budget, and purchasing and accounting practices and therefore, recommend Board approval

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from April 01, 2023 through April 30, 2023.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item(s) purchased, the correctness of the amount to be paid, and the funds were available within the appropriate budget. All necessary site, department, and district authorizations have been obtained.

Please note a full copy of the warrants are available by request.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

655

April 2023

WARRANTS - PAYROLL

Certificated	Manual	04/05/23	\$	-
	Supp	04/10/23	\$	146,571.64
	Manual	04/14/23	\$	1,290.00
	Regular	04/28/23	\$	1,796,085.27
<u>Total Certificated</u>			<u>\$</u>	<u>1,943,946.91</u>
Classified	Manual	04/05/23	\$	-
	Supp	04/10/23	\$	71,376.43
	Manual	04/14/23		
	Regular	04/28/23	\$	732,565.80
<u>Total Classified</u>			<u>\$</u>	<u>803,942.23</u>
Other	Manual	04/05/23	-	
	Supp	04/10/23	\$	138.24
	Manual	04/14/23	\$	-
	Regular	04/28/23	\$	7,294.00
<u>Total Other</u>			<u>\$</u>	<u>7,432.24</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,755,321.38</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12755143-12755185	04600000468-04600000470	04/06/23	\$	243,851.89
12756549-12756587	04600000471-04600000472	04/13/23	\$	126,239.14
12757744-12757781	04600000473-04600000478	04/20/23	\$	109,450.20
12759804-12759861	04600000479-04600000481	04/27/23	\$	65,412.82
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>544,954.05</u>

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|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: California School Board Association September Policy Updates

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the California School Board Association policy updates from September 2022.

INFORMATION:

CSBA employs several full-time staff to keep its sample policy manual updated. It updates approximately 100 policies every year to stay up to date with changes in the law and publishes these updates in four bundles called “policy update packets.” These are issued four times a year: March, June, September, and December, as well as any special updates as needed. Subscribers to GAMUT Policy Plus receive announcements every time CSBA issues a policy update packet and can access the packet by logging into their proprietary site.

CSBA encourages districts to review each update packet once it’s issued to see which policies the district may need to update. Districts can review a “guide sheet” that lists the changes that CSBA has made as well as the text in the policies themselves to determine which policies they want to update. Once they determine this, they can prepare drafts of the new policies to send to their board for review and adoption. By reviewing each CSBA policy update packet and taking action accordingly, districts can ensure that their policy manual is always accurate and up-to-date. CSBA encourages districts to establish a consistent process for reviewing, processing, and approving update packets so that they never fall behind on their policies.

The Board directed Administration to have each Administrator review the policies for his/her department. The current batch of updates is from September, October and December 2022. Recommended updates will be brought to ongoing meetings until the Board has caught up with the CSBA updates.

The following Policies, Regulations and Exhibits were reviewed by the appropriate Administrator, recommendations accepted, no additional changes.

SEPTEMBER 2022

Policy 4118- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Regular 4118- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Regulation 4161.5/4261.5/4361.5- Military Leaves

- Reviewed by Director II Human Resources Billie Mankey

Policy 4216- Probationary/Permanent Status

- Reviewed by Director II Human Resources Billie Mankey

Policy 4218- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Regulation 4218- Dismissal/Suspension/Disciplinary Action

- Reviewed by Director II Human Resources Billie Mankey

Policy 6158- Independent Study

- Reviewed by Director of Curriculum and Special Projects Buck Roggeman and Director of Student Services Clare Davies

Regulation 6158- Independent Study

- Reviewed by Director of Curriculum and Special Projects Buck Roggeman and Director of Student Services Clare Davies

Policy 6164.2- Guidance/Counseling Services

- Reviewed by Director of Student Services Clare Davies

Policy 6178- Career Technical Education

- Reviewed by Pacific Grove High School Principal Lito Garcia and Pacific Grove High School Assistant Principal Shane Steinback

Regulation 6178- Career Technical Education

- Reviewed by Pacific Grove High School Principal Lito Garcia and Pacific Grove High School Assistant Principal Shane Steinback
- Additional change includes removing the "Partnership Academies" section in its entirety as the District does not offer such a program

Policy 6200- Adult Education

- Reviewed by Adult Education Principal Barbara Martinez
- Additional change includes editing language for Adult Education Program Funds, highlighted in yellow

Regulation 6200- Adult Education

- Reviewed by Adult Education Principal Barbara Martinez

Policy 7110- Facilities Master Plan

- Reviewed by Assistant Superintendent Joshua Jorn

Policy 7150- Site Selection and Development

- Reviewed by Assistant Superintendent Joshua Jorn

Regulation 7150- Site Selection and Development

- Reviewed by Assistant Superintendent Joshua Jorn

Bylaw 9100- Organization

- Reviewed Superintendent Ralph Porras

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~12/09/01/2014~~ 2022 | **Last Reviewed Date:** ~~12/09/01/2014~~ 2022

CSBA NOTE: The following optional policy and accompanying administrative regulation are subject to collective bargaining and may be deleted or revised by any district whose agreement covers certificated employee suspension and discipline. Pursuant to Government Code 3543.2, the district and the bargaining unit representing certificated employees must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days.

For information about dismissal of substitute or temporary employees, see BP 4121 - Temporary/Substitute Personnel.

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 administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance. An employee's private exercise of 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 involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely 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, written warnings, reassignment, suspension, freezing or reduction of wages, compulsory leave, 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

CSBA NOTE: Education Code 44932 and 44933 specify the causes for which a certificated employee may be suspended without pay or dismissed; see the accompanying administrative regulation.

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)

CSBA NOTE: Pursuant to Education Code 44934 ~~and 44934.1~~, upon the formulation or receipt of a written statement of charges, the Governing Board may notify the employee of the Board's intent to suspend or dismiss ~~him/her~~. Education Code 44934.1, as added by AB 215 (Ch. 55, Statutes of 2014), ~~requires a similar notice for charges of egregious misconduct.~~ the employee.

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)

CSBA NOTE: Prior to serving the notice of suspension or dismissal, Education Code 44938 requires that, when the charge involves unsatisfactory performance or unprofessional conduct, the employee must be given time to correct the performance or conduct as provided in the following two paragraphs. According to *Crowl v. Commission on Professional Competence*, when the employee fully remediates the misconduct specified in the written notice, no disciplinary action may be taken. The *Crowl* decision did not address what could be done when the misconduct specified in the notice reoccurs. Because the lack of further misconduct may not necessarily be equal to full remediation, appropriate disciplinary action should be determined on a case-by-case basis in consultation with legal counsel and the collective bargaining agreement.

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)

CSBA NOTE: Education Code 44936, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, allows a suspension or dismissal notice to be given at any time of year, except when the charge is unsatisfactory performance in which case the notice must be given during the instructional year. ~~As amended~~, Education Code 44936 also requires any written notice given during the instructional year to be served personally or by mail, whereas notices outside of the instructional year must be served personally upon the employee.

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)

CSBA NOTE: Pursuant to Education Code 44939, 44939.1, and 44940, the Board may immediately suspend an employee from ~~his/her~~ performing assigned duties pending suspension or dismissal proceedings for specified causes.

Pursuant to Education Code 44939, ~~as amended by AB 215 (Ch. 55, Statutes of 2014)~~, an employee who is immediately suspended for a charge other than egregious misconduct may, within 30 days of receiving the suspension notice, serve the Board and file a motion with the Office of Administrative Hearings to seek reversal of the suspension. The review will be limited to whether the facts as alleged in the statement of charges would be a sufficient basis for immediate suspension. A hearing will be held no later than 30 days after the motion is filed, and the administrative law judge will issue a decision no later than 15 days after the hearing. During the review of the motion or while dismissal charges are pending, the Board retains the authority to determine the physical placement and assignment of the employee.

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)

CSBA NOTE: If an employee has requested a hearing upon receiving notice of suspension or dismissal, the hearing will be conducted by the Commission on Professional Competence or an administrative law judge pursuant to Education Code 44944 or 44944.1; see the accompanying administrative regulation. The hearing before the Commission on Professional Competence must begin within six months of the employee's request for the hearing, unless extended due to extraordinary circumstances. The Commission on Professional Competence consists of an administrative law judge of the Office of Administrative Hearings, a member appointed by the Board, and a member appointed by the employee.

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) ^{CONSENT H}

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
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Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
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Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium

H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

[California Constitution Article 1, Section 1](#)

Federal Law

[U.S. Constitution First Amendment](#)

Management Resources

Commission on Teacher Credentialing Publication

Court Decision

Court Decision

Court Decision

Website

Website

[Website](#)

[Website](#)

[Website](#)

Description

[Free exercise, free speech, and establishment clauses](#)

Description

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007

[Kennedy v. Bremerton School District \(2022\) 142 S.Ct. 2407](#)

Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334

Morrison v. State Board of Education (1969) 1 Cal.3d 214

Commission on Teacher Credentialing

CSBA

[Department of General Services, About Teacher Dismissal Case Type \(https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal\)](#)

[Office of Administrative Hearings \(https://www.dgs.ca.gov/OAH\)](#)

[Office of the Attorney General \(https://oag.ca.gov/\)](#)

Cross References

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District-Sponsored Social Media

District-Sponsored Social Media

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Complaints Concerning District Employees

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

Uniform Complaint Procedures

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3516.2	Bomb Threats
4000	Concepts And Roles
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4119.23	Unauthorized Release Of Confidential/Privileged Information
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4361	Leaves
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Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2000 | **Last Revised Date:** ~~12/09/01/2014~~ 2022 | **Last Reviewed Date:** ~~12/09/01/2014~~ 2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect provisions applicable to the size of the district as well as any related provisions of collective bargaining agreements.

Pursuant to Government Code 3543.2, the district and certificated employee bargaining unit must, upon request of either party, negotiate causes and procedures for disciplinary action, other than dismissal and suspension beyond 15 days. If the Governing Board has adopted a collective bargaining agreement which includes such procedures, then, pursuant to Education Code 44932, the authorization to suspend an employee for up to 15 days pursuant to the procedures specified in Education Code 44933, 44934, 44934.1, 44935, 44936, 44937, 44943, and 44944 would not apply. The suspension procedures specified in Education Code 44934 and 44939, as amended by AB 215 (Ch. 55, Statutes of 2014), are explicitly for use only by districts that do not have a collective bargaining agreement.

Because Education Code provisions pertaining to employee suspension and dismissal are complex, districts are advised to consult with legal counsel before instituting such proceedings.

Causes for Suspension or Dismissal

CSBA NOTE: Education Code 44932 lists causes for which a certificated employee may be suspended without pay or dismissed. AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44932 to add egregious misconduct, as defined, as a cause for dismissal and to delete membership in the Communist party.

The causes listed in Education Code 44932 have been found to be so broad as to be sometimes difficult to apply. However, the California Supreme Court (in *Morrison v. State Board of Education*), has articulated a seven-part test to determine fitness to teach, including (1) likelihood of recurrence of the questioned conduct or performance, (2) extenuating or aggravating circumstances, (3) effect of notoriety and publicity, (4) impairment of teacher-student relationships, (5) disruption of the education process, (6) motive, and (7) proximity or remoteness in time of conduct or performance. The conduct or performance that gives rise to the need to suspend or dismiss need not occur on or involve district property.

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance

6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 (~~prohibiting the~~ advocacy or teaching of communism)
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (~~Education Code 44933~~)

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising his/her free speech or press rights pursuant to Education Code 48907 or 48950. (~~Education Code 48907, 48950~~) (Education Code 44933)

Suspension/Dismissal of Permanent Employees

CSBA NOTE: Procedures for the suspension or dismissal of permanent employees are addressed in Education Code 44932-44947. ~~Some of these procedures were amended by AB 215 (Ch. 55, Statutes of 2014), including the establishment of an alternative procedure for charges related solely to egregious misconduct.~~

See the accompanying Board policy for information about Board responsibilities related to reviewing the statement of charges, providing notice to the employee of the Board's intent to suspend or dismiss him/~~her~~ the employee, and, when applicable, appointing a member of the Commission on Professional Competence that will conduct a hearing on the matter.

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists (Education Code 44934, 44934.1)
2. ~~Upon~~ The employee, upon receiving notice of the Board's intent to suspend or dismiss him/~~her~~, ~~the employee~~, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)
3. Except when an the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)
4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision supporting suspension or dismissal

or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944) CONSENT H

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

CSBA NOTE: With proper notice, the district may choose not to rehire probationary employees for the following year without giving a statement of reasons; see ~~AR 4117.6 - Decision Not to Rehire~~. BP 4116 - Probationary/Permanent Status. However, during the school year, probationary employees may only be suspended without pay or dismissed for cause and in accordance with the applicable procedures specified in law.

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons ~~provided that it is done in accordance with AR 4117.6 - Decision Not to Rehire and, if~~ proper notice is provided by March 15. (Education Code 44929.21, 44929.23)

CSBA NOTE: Districts with average daily attendance (ADA) of 250 or more may dismiss probationary employees during the school year in accordance with the procedures contained in Education Code 44948.3, in which case the decision whether to dismiss an employee rests with the Board rather than the Commission on Professional Competence (Option 1 below).

Districts with less than 250 ADA should select the appropriate option below depending on how the district grants permanent status to certificated employees in accordance with BP/AR 4116 - Permanent/Probationary Status. Districts with less than 250 ADA that have not adopted a collective bargaining agreement may elect to use the procedures in Education Code 44934 and 44934.1 for dismissal of probationary employees (Option 2 below), as reflected in the section "Suspension/Dismissal of Permanent Employees" above. Alternatively, Education Code 44948.2 authorizes districts with less than 250 ADA to elect to dismiss probationary employees during the school year pursuant to Education Code 44948.3 (Option 1 below). When districts with less than 250 ADA decide to use the procedures in Education Code 44948.3, their employees will become permanent employees if they are not served with a notice of non-reelection before March 15 of their second year. Since Education Code 44948.3 applies only to dismissal of probationary employees in districts with 250 ADA or more or to districts of less than 250 ADA that elect to use Education Code 44948.3, it is not appropriate for use by districts that either grant permanent status after three consecutive years or that reelect employees from year to year without granting permanent status.

OPTION 1: (Districts with ADA of 250 or more, or districts with less than 250 ADA that have elected to use the dismissal procedures in Education Code 44948.3)

During the school year, ~~a~~ probationary employees employee who is in their the first or second year of service may be dismissed only for one or more of the causes listed in ~~items~~ Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

CSBA NOTE: Pursuant to Education Code 44948.3, the probationary employee may request a hearing as provided below. ~~His/her~~ **The employee's** failure to request a hearing within 15 days from receipt of the dismissal notice constitutes a waiver of the right to a hearing.

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.

CSBA NOTE: Education Code 44948.3 authorizes the district to establish procedures for the appointment of an administrative law judge to conduct the hearing and submit ~~his/her~~ **a** recommended decision to the Board. Item #3 may be revised to reflect any such procedures established by the district.

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

OPTION 1 ENDS HERE

~~OPTION 2: (Districts with less than 250 ADA that do not grant permanent status after two years and do not elect to use the procedures in Education Code 44948.3)~~

~~During the school year, probationary employees may be dismissed only for one or more of the causes listed in ~~items~~ **Items #1-11** in the section "Causes for Suspension or Dismissal" above. (Education Code 44948)~~

~~Whenever a probationary employee is so charged, dismissal procedures shall be those set forth in Education Code 44934 and 44934.1 as described in the section "Suspension/Dismissal of Permanent Employees" above.~~

OPTION 2 ENDS HERE

Compulsory Leave of Absence

CSBA NOTE: Whenever a certificated employee is charged with a "mandatory leave of absence offense" as defined in Education Code 44940, the district is required to place ~~him/her~~ **the employee** on a compulsory leave of absence. Penal Code 291 requires law enforcement, including the local police, sheriff, or California Highway Patrol, to telephone the Superintendent when a school employee has been arrested for a sex offense and provide written notice to the County Superintendent of Schools and the Commission on Teacher Credentialing (CTC).

~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to add murder or attempted murder to the list of mandatory leave of absence offenses (item #2 below) and to delete exceptions regarding controlled substances (item #3 below).~~

Pursuant to Education Code 44009 and 44425, ~~the~~ CTC will revoke the credential of an individual who has been convicted of a mandatory leave of absence offense.

Upon being informed by law enforcement 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 leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

CSBA NOTE: Education Code 44940 permits the Board to require compulsory ~~leave~~ leave for certain "optional leave of absence offenses" as defined below. ~~AB 215 (Ch. 55, Statutes of 2014) amended Education Code 44940 to move violations or attempted violations of Penal Code 187 from the list of optional leave of absence offenses to the list of mandatory leave of absence offenses.~~

The following optional paragraph should be revised to reflect offenses which the Board has determined will require a compulsory leave of absence.

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless ~~he/she demands~~ a hearing is demanded. (Education Code 44940, 44940.5)

CSBA NOTE: Pursuant to Education Code 44940.5, while on compulsory leave, the ~~employee may receive his/her~~ employee's salary may be paid if ~~he/she~~ the employee provides a suitable bond or other acceptable security as a guarantee that ~~he/she will repay~~ the leave-period salary will be repaid if the employee is convicted of the charges or if ~~he/she~~ fails to return to district service. If the employee is acquitted or the charges are dismissed, the district must reimburse ~~him/her~~ the employee for the cost of the bond upon return to service in the district. If an employee who does not furnish a bond or other security is acquitted or the charges are dismissed, the district must pay ~~his/her~~ the employee's salary for the time spent on leave upon return to service.

Education Code 44940.5 specifies that, if the charges against an employee are dismissed as a result of the employee's successful completion of a drug diversion program and the employee returns to service, the employee may elect to receive payment for ~~his/her~~ any accrued leave and differential pay for the length of the employee's leave of absence.

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of ~~his/her~~ the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

Policy Reference Disclaimer:

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

State	Description
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Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions

Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms, enhancement of prison terms
Management Resources	Description
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Crowl v. Commission on Professional Competence, (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles

4030	Nondiscrimination In Employment
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4040	Employee Use Of Technology
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4040-E PDF(1)	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees

4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards

4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
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4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
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4336	Nonschool Employment
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4354	Health And Welfare Benefits
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4359	Employee Assistance Programs
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5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition

6145.2

Athletic Competition

CONSENT H

6162.54

Test Integrity/Test Preparation

9000

Role Of The Board

9321

Closed Session

9321-E PDF(1)

Closed Session

9321-E PDF(2)

Closed Session

Regulation 4161.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | Last Revised Date: ~~07/09/01/2006~~ 2022 | Last Reviewed Date: ~~07/09/01/2006~~ 2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for persons individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

An Any district employee who needs to be absent from the district service to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code ~~44018~~ 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~ Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~ Items #1, 2, and 4 above, ~~an~~ the Attorney General ~~opinion~~ (opined in 77 Ops.Cal.Atty.Gen. 209 (1994)) states, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951), an employee may not "tack on" prior employment in another district ~~(18 Ops.Cal.Atty.Gen. 178 (1951))~~. If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.

During the period of military leave, an employee may, upon his/her own request, to use any vacation or similar paid leave accrued before the commencement of the military leave. in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits to for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of his/her the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received if he/she had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in item #1 Active Military Training or Exercises, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in item #3 War or

Other Emergency, ^{CONSENT H}Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/her the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of ~~an~~ the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to ~~be~~ have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service; ~~provided the employee has~~ plus a period of eight hours ~~to~~ of rest following a period for safe transportation to ~~his/her~~ the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for ^{CONSENT H} reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

In cases where ~~Where an employee's~~ reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her~~ rights, the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~ district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)", clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources

Description

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Regulation 4261.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** ~~07/09/01/2006~~ 2022 | **Last Reviewed Date:** ~~07/09/01/2006~~ 2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for persons individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

An Any district employee who needs to be absent from the district service to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code ~~44018~~ 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~ Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~ Items #1, 2, and 4 above, ~~an~~ the Attorney General ~~opinion~~ (opined in 77 Ops.Cal.Atty.Gen. 209 (1994)) states, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951), an employee may not "tack on" prior employment in another district ~~(18 Ops.Cal.Atty.Gen. 178 (1951))~~. If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.

During the period of military leave, an employee may, upon his/her own request, to use any vacation or similar paid leave accrued before the commencement of the military leave. in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits to for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of his/her the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received if he/she had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in ~~item #1 Active Military Training or Exercises~~, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in ^{CONSENT H} item #3 War or Other Emergency, Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of his/~~her~~the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an~~the employee's release, separation,~~ honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~the employee could terminate or could cause to be ~~have~~ terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to~~of rest following a period for safe transportation to ~~his/her~~the

employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her~~ rights, the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~ district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)," clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Management Resources

PGUSD

Description

Regular Meeting of May 18, 2023

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Regulation 4361.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | **Last Revised Date:** 07/09/01/20062022 | **Last Reviewed Date:** 07/09/01/20062022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

The USERRA applies to all employees, except for persons individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

An Any district employee who needs to be absent from the district service to fulfill his/her military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code 44018 ~~authorizes, but~~ does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

An employee ~~The district~~ shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~ The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~ Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~ the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

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In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

~~Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.~~

During the period of military leave, an employee may, upon his/her own request, to use any vacation or similar paid leave accrued before the commencement of the military leave: in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue his/her health plan coverage during the military leave. The maximum period of coverage for the employee and his/her any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

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An employee on temporary military leave under the conditions described in ~~item #1 Active Military Training or Exercises,~~ Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which he/she the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in ~~item #3 War or Other Emergency, Item #3~~ in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of ~~his/her~~ the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

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Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

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At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

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1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to of rest following a period for safe~~ transportation to ~~his/her~~ the

employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her~~ rights, the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)," clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

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Policy Reference Disclaimer:

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State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Policy 4216: Probationary/Permanent Status

Status: ADOPTED

Original Adopted Date: 06/01/1996 | **Last Revised Date:** ~~10/09/01/2019~~ 2022

CSBA NOTE: Education Code 45113 mandates the Governing Board in a non-merit system district to develop rules and regulations for the personnel management of classified employees. For districts establishing the merit system pursuant to Education Code 45240-45320, rules for the efficient running of the classified service are established by the personnel commission pursuant to Education Code 45260. The following policy may be revised to reflect district practice, the any applicable collective bargaining agreement, or personnel commission rules.

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.

CSBA NOTE: The following paragraph should be revised to reflect the specific length of the probationary period prescribed by the district, provided the probationary period does not exceed the time limits specified below.

Education Code 45113, as amended by AB 1353 (Ch. 542, Statutes of 2019), shortened the maximum length of the required probationary period in non-merit system districts from one year to six months or 130 days of paid service, whichever is longer. Therefore, the maximum length of the required probationary period for non-merit districts is now the same as that of districts incorporating the merit system as provided under Education Code 45301. Education Code 45113, as amended, will not override any conflicting provision of a collective bargaining agreement entered into before January 1, 2020, until the collective bargaining agreement expires or is renewed.

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)

CSBA NOTE: Pursuant to Education Code 45113 (non-merit system districts) and 45301 (merit system districts), as amended by AB 486 (Ch. 666, Statutes of 2021), in order to receive permanent classified service status, a full-time district police officer and public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training must serve in a probationary status for not less than one year from the date of appointment to the full-time position. See AR 3515.3 – District Police/Security Department.

However, in order to receive permanent classified service status, a full-time district police officer or public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training shall serve in a probationary status for not less than one year from the date of appointment. (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. CONSENT H

CSBA NOTE: Pursuant to [Education Code 45301](#), as amended by [SB 874 \(Ch. 150, Statutes of 2022\)](#), the paragraph below also applies to districts that have adopted the merit system.

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)

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Policy Reference Disclaimer:

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State	Description
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45240-45320	Merit system

Management Resources	Description
Website	California School Employees Association

Cross References

Code	Description
3515.3	District Police/Security Department (BP and AR)
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4215	Evaluation/Supervision
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | **Last Revised Date:** ~~10/01/2019~~ 2022

CSBA NOTE: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. 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.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of 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 involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely 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 without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed by the Superintendent or designee without cause at any time prior to the expiration of the probationary period.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

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

CSBA NOTE: The following section should be revised to reflect district practice.

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

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.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all serious disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer^{CONSENT H} 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.

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. (Education Code 45113, 45312)

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. 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 lieu of ~~holding a Board hearing on the sufficiency of the causes for disciplinary action~~ Except for an allegation of holding egregious misconduct in which a Board hearing on the sufficiency of the causes for disciplinary action minor is involved, the Board may delegate its ~~the~~ authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When ~~the~~ a matter is heard by a third-party hearing officer, the Board ~~retains the authority to~~ shall review the determination and ~~to~~ adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

If **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)

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State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including: disciplinary action, and cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	Schoolbus drivers; dismissal for safety-related cause

[California Constitution Article 1, Section 1](#) [Inalienable rights](#)

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

[U.S. Constitution First Amendment](#)

[Free exercise, free speech, and establishment clauses](#)

Management Resources

Court Decision

Description

California School Employees [Kennedy](#) v. Livingston Union [Bremerton](#) School District; (2007) 149 Cal. App. 4th 391 (2022) 142 S.Ct. 2407

Court Decision

CSEA [California School Employees](#) v. Foothill Community College [Livingston Union School](#) District; 52 (2007) 149 Cal.

Court Decision

Skelly ^{CONSENT H} CSEA v. California Personnel Board, Foothill Community College District (1975) 1552 Cal. App. 3rd 1503d 194

Court Decision

Skelly v. California Personnel Board (1975) 15 Cal.3d 194

Website

Department of General Services, About Teacher Dismissal Case Type (https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal)

Website

Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)

Website

Office of the Attorney General (https://oag.ca.gov/)

Cross References

Code

Description

1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles

4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security

4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
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4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
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4261	Leaves
4261.11	Industrial Accident/Illness Leave
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4312.42	Drug And Alcohol Testing For School Bus Drivers
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4357	Employee Safety
4358	Employee Security

4358	Employee Security
4359	Employee Assistance Programs
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4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 | **Last Revised Date:** ~~10/09/01/2019~~ 2022

Causes for Disciplinary Action

CSBA NOTE: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

- 14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
- 15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
- 16. Violation of Education Code 45303 or Government Code 1028 (~~prohibiting the~~ advocacy or teaching of communism)
- 17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

~~An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)~~

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education Code 44940.

Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.

Upon being informed by law enforcement 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 leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including disciplinary action, cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense

Veh. Code 1808.8

School bus School bus drivers; dismissal for safety-related cause CONSENT H

Federal

42 USC 12101-12213

Description

Americans with Disabilities Act

Management Resources

Court Decision

Description

California School Employees v. Livingston Union School District, (2007) 149 Cal. App. 4th 391

Court Decision

CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156

Court Decision

Skelly v. California Personnel Board, (1975) 15 Cal.3d 194

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CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 6158: Independent Study**Status:** ADOPTED

Original Adopted Date: 03/01/2005 | **Last Revised Date:** ~~12/09/01/2021~~2022 | **Last Reviewed Date:** ~~12/09/01/2021~~2022

CSBA NOTE: Education Code 51745~~51744~~-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.

AB 167 (Ch. 252, Statutes of 2021) amended various Education Code provisions related to independent study, as reflected throughout this policy and the accompanying administrative regulation. Education Code 51747, as amended by AB 167, authorizes a district to receive apportionment credit for independent study for any student who is unable to attend in-person instruction due to a quarantine, under a local or state public health guidance, for exposure to or infection with COVID-19 or due to a school closure for COVID-19, pursuant to Education Code 41422.

Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.

Education Code 51749.5 mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.

Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies and other requirements, including loss of apportionment for independent study pursuant to Education Code 51747 and 51749.5 for districts found to be noncompliant.

When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy, (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.

Education Code 51747 and 51749.5 mandate the Governing Board to adopt a policy with specified components as a condition of receiving state apportionments for traditional and course-based independent study, and to implement the policy in accordance with the rules and regulations adopted by the Superintendent of Public Instruction. The mandated components for traditional independent study and course-based independent study are reflected throughout this policy and the accompanying administrative regulation.

Education Code 51744, as added by AB 181 (Ch. 52, Statutes of 2022), encourages districts, when adopting policy, to consider offering more than one independent study model for short- and long-term placements in accordance with Education Code 51747, 51747.5 and 51749.6.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, as added by AB 130 and amended by AB 167. See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

CSBA NOTE: 5 CCR 11701 requires the Board to hold a public hearing when setting policy regarding the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete it, and the level of satisfactory educational progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the student's best interests to remain in independent study. See "General Independent Study Requirements" below for more information regarding these requirements.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year as to students who are unable to participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19, including the requirement that participation in independent study be voluntary.

The California Department of Education (CDE), in its 2021-22 AA & IF Independent Study FAQs, interpreted Education Code 51747 as permitting a district to require a student to participate in independent study under circumstances specified in the following paragraph.

Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student **Student** participation in independent study shall be voluntary: and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

CSBA NOTE: Pursuant to Education Code 46300, as amended by AB 130, the attendance of students participating in independent study for only three or more consecutive school days will be included in computing average daily attendance (ADA) for apportionment purposes.

However, for the 2021-22 school year, districts are permitted pursuant to Education Code 51747, as amended by AB 167, to claim apportionment for fewer than three consecutive school days for students who cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 5174746300)

General Independent Study Requirements

CSBA NOTE: Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only, and thereafter to offer independent study at their discretion. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.

For single-district counties, the waiver must be granted by the SPI.

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study participation and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

CSBA NOTE: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. ~~CDE~~The California Department of Education, in its "Frequently Asked Questions," clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.

The minimum instructional minutes ~~for~~ shall be the same for all students at each school including students participating in independent study ~~shall be the same as required for their peers at the school who are receiving in-person instruction~~, except as otherwise permitted by law. (Education Code 46100)

CSBA NOTE: Education Code 51747 mandates ~~that the Board, in a public hearing,~~ to adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionment credits are received, the length of time determined by the Board in its policy should be reflected in the student's written agreement. See the section "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of ~~program~~ programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date ~~of the~~ specified in the student's written agreement.

CSBA NOTE: Education Code 51747 mandates ~~that the Board, in a public hearing,~~ to adopt a policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation ~~would be required~~ is conducted to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

- 3. 3. Learning of required concepts, as determined by the supervising teacher
- 4. 4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~181, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is ~~provided at a level of quality and intellectual challenge~~ substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~, mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described in Items #1-3 below and defined in the accompanying administrative regulation. This requirement ~~only applies~~does not apply to students participating in an independent study program for fewer than 15 school days, or more.

According, pursuant to CDE's "2021-22 AA & IT Independent Study FAQs," ~~synchronous instruction for traditional~~Education Code 51747, as amended by AB 181, students enrolled in a comprehensive school for classroom-based instruction who participate in independent study ~~only counts toward meeting~~due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

Pursuant to Education Code 51747.5, as amended by AB 181, the minimum day requirements if students produce a work product that is evaluated for district may claim apportionment credit for independent study only to the extent of the time value as an outcome from their of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instruction instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering.

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

- 1. 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
- 2. 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

- 3. 3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

CSBA NOTE: Education Code 51747, as amended by AB 130 and AB 167181, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in the following paragraph. Items #1-3 below. This requirement only applies does not apply to students participating in an independent study program for fewer than 15 school days, or more students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: are: (Education Code 51747)

- 1. ~~Are not~~ 1. Not generating attendance for more than ~~three school days or 60 percent of the instructional days in a school week, or 10~~ ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
- 2. ~~Are found to be not participatory~~ 2. Not participating in synchronous instructional offerings pursuant to Section Education Code 51747.5 for more than the ~~greater of three schooldays or 60~~ 50 percent of the scheduled ~~days~~ times of synchronous instruction in a school month as applicable by grade span
- 3. ~~Are in~~ 3. In violation of their written agreement

CSBA NOTE: Education Code 51747, as amended by AB 181, requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.

Tiered reengagement strategies procedures used in district independent study programs shall include, local programs intended to address chronic absenteeism, as applicable, including but ~~are not necessarily~~ limited to, ~~all of~~ the following: (Education Code 51747)

- 1. 1. Verification of current contact information for each enrolled student
- 2. 2. Notification to parents/guardians of lack of participation within one school day of the recording of a ~~non-attendance~~ nonattendance day or lack of participation
- 3. 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying administrative regulation.

- 4. 4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

CSBA NOTE: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement ~~only applies~~ does not apply to students participating in an independent study program for fewer than 15 school days. Pursuant to Education Code 51747, as amended by AB 181, the requirement is also not applicable to students who participate in independent study due to necessary medical treatments or more inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days of more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the live interaction and/ or synchronous learning requirements, tiered reengagement strategies, and transition plan obligations do not apply to students enrolled in a comprehensive school for classroom-based instruction who, under the care of an appropriate licensed professional(s), participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, provided the district obtains evidence of the need as specified in Education Code 51747.

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

CSBA NOTE: Education Code 51747, as amended by AB 130, mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. ~~For the 2021-22 school year only,~~ Pursuant to Education Code 51747, as amended by AB 167, requires 181, the district is required to obtain a signed written agreement for an independent study program of any length of time ~~no later than 30~~ 15 school days after or more before the first day beginning of instruction in independent study, and for an independent study program or October 15, whichever date comes later, of less than 15 school days, within ten school days of the beginning of the first day of the student's enrollment.

In addition, Education Code 51749.5 mandates the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

CSBA NOTE: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in

English; be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English; as determined from the census data submitted to CDE. CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and reflected in the accompanying administrative regulation.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning; that a student will have access to as part of independent study.

CSBA NOTE: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

CSBA NOTE: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of three or more consecutive school days pursuant to Education Code 46300, as amended by AB 130, written agreements are required only in such instances.

Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study pursuant to Education Code 51747, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's written permission.

For the 2021-22 school year however, the district must obtain a signed written agreement for independent study, of any length of time, no later than 30 days after the first day of instruction in independent study or October 15, whichever date comes later, pursuant to Education Code 51747, as amended by AB 167. This requirement is also applicable to independent study for a student who is unable to attend classroom-based instruction due to quarantine or school closure for COVID-19. However, pursuant to Education Code 51747, as amended by AB 181, for independent study programs of less than 15 school days the written agreement may be signed within ten school days of the

student's enrollment in independent study. As Education Code 46300.7 and 51747 are inconsistent as to when written agreements need to be signed for programs of less than 15 school days, districts are encouraged to consult CSBA District and County Office of Education Legal Services, or the district's legal counsel.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

However,)

For student participation for the 2021-2215 school year only, the district shall obtain days or more, a signed written agreement from each shall be obtained before the student participating in an begins independent study program for any length. For student participation of time, no later less than 30 days after 15 school days, a signed written agreement shall be obtained within ten school days of the first day of instruction in the independent study program. the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. 1. _____ The manner, time, frequency, time, and place and ~~manner~~ for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. 2. _____ The objectives and methods of study for the student's work and the methods used to evaluate that work
3. 3. _____ The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

CSBA NOTE: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747, as amended by AB 130, also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

4. 4. _____ A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

- 5. 5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
- 6. 6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
- 7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 167, a master agreement is not required to include the following statement for any student who, during the 2021-22 school year, cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.

- 7. 8. A statement that independent study is an optional educational alternative in which no student may be required to participate

For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.

- 8. 9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the date upon which a written agreement needs to be signed will vary depending on the projected length of independent study, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written agreement.

- 9. 10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years of age, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

However, for the 2021-22 school year for students with disabilities, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been certificated employee designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the

student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later. special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. 1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. 2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction:
3. 3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University UC or CSU as creditable under the A-G admissions criteria. **The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.** The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly

synchronous instruction.

4. 4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3:

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by ~~their~~ the student's performance on applicable student-level measures of student achievement and ~~student~~ engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

- ~~5.~~ If satisfactory educational progress in an one or more independent study ~~class~~ courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. ~~age 18 years, the student's parent/guardian.~~ A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, ~~notification to parents/guardians of lack of participation within one school day of the absence or lack of participation,~~ a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

- ~~6.~~ 6. Examinations shall be administered by a proctor.

- ~~7.~~ 7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

- ~~8.~~ 8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. 9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6-
10. 10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208-
11. 11. Courses required for high school graduation or for admission to the University of California UC or California State University CSU shall not be offered exclusively through independent study-
12. 12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011-
13. 13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course-

CSBA NOTE: Pursuant to Education Code 51749.5, as amended by AB 181, a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation.

14. 14. A student with disabilities, as defined in Education Code 56026, shall ~~not~~ may participate in course-based independent study, ~~unless~~ if the student's individualized education program specifically provides for that participation-
15. 15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study-
16. 16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days-

Learning Agreement for Course-Based Independent Study

CSBA NOTE: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

Before enrolling a student in a course within ~~this~~ a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. 1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to ~~item~~Item #3 of the Course-Based Independent Study section above
3. 3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. 5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. 6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports:
7. 7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a ~~student who is~~ suspended or expelled; or student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, ~~the agreement also shall include the a~~ statement that instruction may be provided ~~to the student~~ through course-based independent study only if the student is offered the alternative of classroom instruction.
8. 8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress:
9. 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work:
10. 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11. 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

For 2022-23 school year and thereafter, before CSBA NOTE: Pursuant to Education Code 51749.6, as amended by AB 181, the date upon which a learning agreement needs to be signed will vary depending on the projected length of an independent study course, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the learning agreement.

12. 12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee ~~who has been designated as having responsibility~~ responsible for the general supervision of the independent study course, and all persons ~~who have direct responsibility~~ as applicable for providing assistance to students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

~~Written~~ Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (~~Education Code 51749.6~~)

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes.~~ (Education Code 51749.6)

Upon the request of a student's parent/guardian, and before signing a ~~written~~ learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, ~~or their~~ and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

CSBA NOTE: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying administrative regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

CSBA NOTE: Pursuant to Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the the Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification of compliance with specified components of law related to the extent that these verifications are not yet included in the audit guide independent study, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. 1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

CSBA NOTE: Education Code 51747.5, as amended by AB 130, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which the student is provided independent study. Any student who does not participate in scheduled live interaction or synchronous instruction on a school day must be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements, and a finding of noncompliance will result in loss of apportionment in proportion to the impact on ADA from the noncompliance.

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

CSBA NOTE: Education Code 51747 ~~authorizes~~ and 51749.6 authorize specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747 and 51749.6, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

~~The signed, dated agreement, any~~
Signed written and supplemental ~~agreement~~ agreements, assignment records, work samples, and attendance records may be maintained ~~on as an electronic file electronically. (in accordance with~~
 Education Code 51747) and 51749.6, as applicable.

Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19 <u>Emergency conditions and apportionments</u>
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home <u>independent study</u> teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations; ; general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745 <u>51744</u> -51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery

Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	Description
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
Management Resources	Description
California Department of Education Publication	Legal Requirements for Independent Study; 2021
California Department of Education Publication	Conducting Individualized Determinations of Need; 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine; 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs; 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April <u>May</u> 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel; (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
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Regulation 6158: Independent Study**Status:** ADOPTED

Original Adopted Date: 10/01/2015 | **Last Revised Date:** ~~12/09/01/2021~~2022 | **Last Reviewed Date:** ~~12/09/01/2021~~2022

Definitions

CSBA NOTE: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by ~~the~~a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

CSBA NOTE: The following section is optional. Pursuant to Education Code 51745, as amended by AB 130, 181 (Ch. 52, Statutes of 2022), the district is required to offer list of educational opportunities that may be provided through independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement. includes Items #1-5 below, and may be revised or expanded to reflect district practice.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

CSBA NOTE: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-6 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

- 2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
- 3. ~~Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum~~
- 4. ~~3.~~ Continuing and special study during travel
- 5. ~~4.~~ Volunteer community service activities and leadership opportunities that support and strengthen student achievement

CSBA NOTE: Education Code 51745, as amended by AB 167, permits districts to provide independent study to students who cannot participate in classroom-based instruction due to a COVID-19 quarantine. See the accompanying board policy.

- 6. ~~5.~~ Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

CSBA NOTE: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency ~~district~~-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

CSBA NOTE: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

For the 2022–23 school year and thereafter, the ~~the~~ Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

CSBA NOTE: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (~~in accordance with~~ Education Code 48204(b)) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (~~Education Code 46300.2, 51747.3~~)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (~~Education Code 51745~~ Education Code 46300.2, 51747.3)

CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year for students who cannot participate in classroom-based instruction as a result of a quarantine order or school closure due to COVID-19, including the limitation on providing a temporarily disabled student individual instruction pursuant to Education Code 48206.3 by means of independent study.

With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a

CSBA NOTE: Pursuant to Education Code 51745, as amended by AB 181, a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, as specified below.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or

need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

CSBA NOTE: The following paragraph is based on uncodified Section 110 of AB 181 and will remain in effect only until July 1, 2024.

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of ~~through~~ independent study. (Education Code 51747)51745)

CSBA NOTE: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for ~~The following paragraph limits enrollment in~~ independent study ~~for~~to those students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant ~~for whom state apportionments can be claimed.~~ Pursuant to Education Code 46300.4, these students may be ~~51745, as amended by AB 181, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are~~ eligible for ~~apportionment credit for~~ independent study through, ~~with~~ the adult education program for courses required for high school graduation. See BP/AR 6200 - Adult Education ~~exception of students participating in independent study due to an emergency as described in Education Code 41422 and 46392. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.~~

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

CSBA NOTE: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

No ~~Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren),~~ no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, ~~not including pregnant students and parenting students who are primary caregivers for one or more of their children,~~ shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

CSBA NOTE: The following optional section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether ~~or not~~ independent study is ~~appropriate for~~ in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (~~Education Code 51747, and if the student transfers to another public school in California, the record shall be forwarded to that school.~~ (Education Code 51747, 51749.5))

Responsibilities of Independent Study Administrator

CSBA NOTE: The following optional section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

CSBA NOTE: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA

would not be funded.

Pursuant to The Education Code 51745.6, as amended by AB 130, the Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting must incorporate," includes verification of applicable that the district calculated its independent study teacher-student ratios commencing in the 2021-22 fiscal year ratio consistent with Education Code 51745.6. .

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

CSBA NOTE: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with ~~item~~ Item #4 in the section on "Records for ~~Audit Purpose~~" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

CSBA NOTE: Pursuant to Education Code 51747.5, as amended by AB ~~167~~ 181, the district may ~~only~~ claim apportionment credit for independent study ~~based on~~ only to the extent of the time value of student work products as personally judged in each instance by a certificated teacher employed by employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

CSBA NOTE: Education Code 51747.5, as amended by AB 130 and AB 167, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does

not participate in scheduled live interaction or synchronous instruction on a school day shall be documented as nonparticipatory for that school day, for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted

Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers

Federal

20 USC 6301	Description Highly qualified teachers
20 USC 6311	State plan

Management Resources

California Department of Education Publication	Description Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
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0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
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6200	Adult Education

Policy 6164.2: Guidance/Counseling Services

Status: ADOPTED

Original Adopted Date: 11/01/2007 | **Last Revised Date:** 03/09/01/2016/2022 | **Last Reviewed Date:** 03/09/01/2016/2022

CSBA NOTE: The following optional Board policy should be revised to reflect district practice. Education Code 49600 authorizes, as amended by AB 2508 (Ch. 153, Statutes of 2022) urges districts to offer a structured, coherent, and students a comprehensive educational counseling program that is implemented by credentialed school counselors in a structured and coherent manner within a Multi-Tiered Systems of Support framework. Pursuant to Education Code 49600, if the district chooses to offer an educational counseling program, that as amended by AB 2508, specialized services offered under such a program must include academic counseling, as defined, and may include other specified components. be provided by appropriately credentialed school counselors.

The Governing Board recognizes that a structured, coherent, and comprehensive counseling program promotes academic achievement and growth, and serves the diverse needs of all district students. The district shall provide an educational counseling program that offers students services and supports within a Multi-Tiered Systems of Support (MTSS) framework, in accordance with law. Counseling staff shall be available to provide students with individualized reviews of their educational progress toward academic and/or career and vocational goals and, as appropriate, may discuss social, personal, or other issues that may impact student learning and well-being.

CSBA NOTE: Pursuant to Education Code 44266 and 5 CCR 80049-80049.1, persons authorized to provide services in school counseling, school psychology, or school social work must possess a ~~pupil personnel services~~ Pupil Personnel Services credential, with the appropriate specialization, issued by the Commission on Teacher Credentialing.

The Superintendent or designee shall ensure that all persons employed to provide direct school counseling, school psychology, ~~and/or~~ school social work services to students, and/or implement equitable school programs and services that support students' academic and social emotional development and college and career readiness shall possess the appropriate credential from the Commission on Teacher Credentialing authorizing their employment in such positions. Responsibilities of ~~each position~~ such positions shall be clearly defined in a job description.

CSBA NOTE: The following optional list may be revised to reflect district practice. Education Code 49600, as amended by ~~SB 451 (Ch. 539, Statutes of 2015),~~ AB 2508, expresses the Legislature's intent that school counselors fulfill the following responsibilities.

Responsibilities of school counselors include, but are not limited to:

1. ~~Engaging with, advocating for, and providing support for all students with respect to learning and achievement~~
1. Engaging with, advocating for, and providing all students with direct services, such as individual counseling, group counseling, risk assessment, crisis response, and instructional services, including mental health and behavioral, academic, and postsecondary educational services and indirect services, including but not limited to, positive school climate strategies, teacher and parent consultations, and referrals to public and private community services
2. 2. Planning, implementing, and evaluating school counseling programs to promote the academic, career, personal, and social development of all students, including students from low-income families, foster youth, homeless youth, undocumented youth, and students at all levels of

3. ~~Using~~ 3. Working within a MTSS that uses multiple data sources of information to monitor and improve student behavior, attendance, engagement, and achievement
 4. ~~Collaborating and coordinating with school and community resources~~
 4. 4. Developing, coordinating, and supervising comprehensive student support systems in collaboration with teachers, administrators, other pupil personnel services professionals, families, community partners, and community agencies, including county mental health agencies
 5. 5. Promoting and maintaining a safe learning environment for all students by providing restorative justice practices, positive behavior interventions, and support services, and by developing a variety of intervention strategies, and using those strategies, to meet individual, group, and school community needs before, during, and after a crisis
 6. 6. Intervening to ameliorate school-related problems, including issues/problems related to chronic absences and retention
 7. 7. Using research-based strategies to promote mental wellness, reduce mental health stigma, conflict, and student-to-student, and to identify characteristics, risk factors, and warning signs of students who develop, or are at risk of developing, mental health and behavioral disorders and who experience, or are at risk of experiencing, mistreatment and, including mistreatment related to any form of conflict or bullying
 8. 8. Improving school climate and student well-being by addressing the mental and behavioral health needs of students during a period of transition, separation, heightened stress, and critical changes, accessing community programs and services to meet those needs, and providing other appropriate services
 9. 9. Enhancing students' social and emotional competence, character, health, civic engagement, cultural literacy, and commitment to lifelong learning and the pursuit of high-quality educational programs
- CSBA NOTE: Item #10 below may be revised to specify only English learners, students eligible for free and reduced-price meals, and foster youth, as provided in Education Code 49600. However, a district is permitted to provide such services to other categories of students who may be in need, such as students experiencing homelessness
10. 10. Providing counseling interventions and support services for unduplicated students who are classified as English learners, or foster youth, homeless children, and students eligible for free or reduced-priced meals, or foster youth, including enhancing interventions and support services that enhance equity and access to the appropriate education systems and community public and private services
 11. Engaging in continued development as a professional school counselor

CSBA NOTE: The following optional section is for use by districts that maintain any of grades 7-12 and may be revised to reflect district practice and the grade levels offered by the district.

Beginning in grade 7, parents/guardians shall receive a general notice at least once before career counseling and course selection so that they may participate in the counseling sessions and decisions. (Education Code 221.5)

CSBA NOTE: Items #1-5 below reflect required components of educational counseling programs specified in Education Code 49600, as amended by ~~SB 451 (Ch. 539, Statutes of 2015)~~, AB 2508.

The educational counseling program shall include academic counseling and postsecondary services, in the following areas: (Education Code 49600):

1. 1. Development and implementation, with parent/guardian involvement, of the student's immediate and long-range educational plans
2. 2. Optimizing progress towards achievement of proficiency standards and competencies
3. 3. Completion of the required curriculum in accordance with the student's needs, abilities, interests, and aptitudes
4. 4. Academic planning for access and success in higher education programs, including advisement on courses needed for admission to public colleges and universities, standardized admissions tests, and financial aid

CSBA NOTE: Pursuant to Education Code 49600, educational counseling must include career and vocational counseling as described in ~~item~~ Item #5 below. As amended by ~~SB 451 (Ch. 539, Statutes of 2015)~~, AB 2508, Education Code 49600 requires that professional development related to career and vocational counseling include strategies for counseling students pursuing postsecondary education, career technical education, multiple pathways, college, and global career opportunities.

5. ~~Career and vocational counseling~~, 5. High-quality career programs at all grade levels in which students are assisted in doing all of the following:
 - a. a. Planning for the future, including, but not limited to, identifying personal interests, skills, and abilities, career planning, course selection, and career transition
 - b. b. Becoming aware of personal preferences and interests that influence educational and occupational exploration, career choice, and career success
 - c. c. Developing realistic perceptions of work, self-efficacy for the ever-changing work environment, the changing needs of the workforce, and the effects of work on lifestyle quality of life
 - d. d. Understanding the relationship between academic achievement and career success, and the importance of maximizing career options

- e. e. _____ Understanding the value of participating in career technical education ^{CONSENT H} ~~and work-~~ based learning activities and pathways, programs, and certifications, including, but not limited to, service learning, those related to regional occupational centers and programs; partnership programs; job shadowing; and mentoring experience and centers, the federal program administered by the United States Department of Labor offering free education and vocational training to students, known as "Job Corps," the California Conservation Corps, work-based learning, industry certifications, college preparation and credit, and employment opportunities
- f. f. _____ Understanding the need to develop essential employable skills and work habits
- g. ~~Understanding the variety of four-year colleges and universities and community college vocational and technical preparation programs, as well as admission criteria and enrollment procedures~~

CSBA NOTE: Education Code 49600, as amended by AB 2508, adds the following component to educational counseling programs, reflected below.

- g. Understanding entrance requirements to the Armed Forces of the United States, including the benefits of the Armed Services Vocational Aptitude Battery (ASVAB) test

CSBA NOTE: In addition to the required components listed above, Education Code 49600, as amended by SB 451 (Ch. 539, Statutes of 2015), AB 2508, includes a list of optional components which a district may, at its discretion, offer as part of the educational counseling program. At its discretion, the district may expand the following paragraph to reflect any of these optional components it chooses to include in its educational counseling program:

The district's educational counseling program also may include, but not be limited to, identification of students who are at risk of not graduating with ~~the rest of their class~~ peers, development of a list of coursework and experience necessary to assist students to satisfy the curricular requirements for college admission and successfully transition to postsecondary education or employment, and counseling regarding available options for a ~~student to continue his/her education if he/she fails~~ students who fail to meet graduation requirements: to continue with their education.

The Superintendent or designee shall establish and maintain a program of guidance, placement, and follow-up for all high school students subject to compulsory continuation education. (Education Code 48431)

CSBA Note: As amended by AB 2508, Education Code 49600 also permits districts to offer mental and behavioral health services as provided in the following paragraph.

As part of the district's educational counseling program, students may be offered mental and behavioral health services under which a student may receive prevention, intervention, short-term counseling services, and mental health related classroom instruction to reduce stigma and increase awareness of counseling support services.

CSBA NOTE: Education Code 221.5 prohibits school counselors from offering vocational or school program guidance to a student of one sex that is different from that offered to a student of the opposite sex. In addition, 5 CCR 4930 prohibits discrimination in counseling programs to the same extent that discrimination is prohibited in all other district programs and activities. Prohibited bases for discrimination in district programs are specified in BP 0410 - Nondiscrimination in District Programs and Activities.

No counselor shall unlawfully discriminate against any student. Guidance counseling regarding school ^{CONSENT H} programs and career, vocational, or higher education opportunities shall not be differentiated on the basis of any protected category specified in BP 0410 - Nondiscrimination in District Programs and Activities.

In addition, counselors shall affirmatively explore with ~~students~~ a student the possibility of careers, or courses leading to careers, that are nontraditional for that student's sex. (Education Code 221.5)

For assessing or counseling students, the district shall not use testing or other materials that permit or require impermissible or unlawful differential treatment of students. (5 CCR 4931)

CSBA NOTE: 20 USC 7908 requires districts receiving funds under the Elementary and Secondary Education Act (ESEA) to provide military recruiters with the same access to students as is provided to colleges and prospective employers. Districts that do not grant similar access may lose those funds and may be subject to specific interventions, such as notification to the Governor and Congress, so that public officials can work with the district. Districts that do not receive ESEA funds and that choose to grant access to college and employment recruiters should do so on a nondiscriminatory basis. Education Code 49603 provides that military service recruiters may not be denied on-campus access to students in grades 9-12 if the district provides such access to other employers. For information regarding military recruiter access to student directory information, see BP/AR 5125.1 - Release of Directory Information.

Option 1 below is for use by districts that choose to adopt a policy that permits college and employment recruiters, including military recruiters, access to students. Option 2 is for districts that choose to adopt a policy that does not permit such access.

OPTION 1: Colleges and prospective employers, including military recruiters, shall have the same access to students for recruiting purposes. (Education Code 49603; 10 USC 503; 20 USC 7908)

OPTION 1 ENDS HERE

~~OPTION 2:~~ ~~Colleges and prospective employers, including military recruiters, shall not have access to students for recruiting purposes. (Education Code 49603; 10 USC 503)~~

OPTION 2 ENDS HERE

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career and technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, published by the Division of Apprenticeship Standards located on its internet web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: The following optional section may be revised to reflect district practice. A school counselor, school psychologist, or school social worker may offer personal or family counseling in accordance with the authorizations on his/her/their credentials. In addition, districts may provide mental health services through school-based health centers (see BP 5141.6 - School Health Services) and/or may collaborate with community agencies, organizations, and health care providers to ensure that services are available.

A school counselor, school psychologist, or school social worker may provide individualized personal, mental health, or family counseling to students in accordance with the specialization(s) authorized by his/her/their credential. Such services may include, but are not limited to, support related to the student's social and emotional development, behavior, substance abuse, mental health assessment, depression, or mental illness. As appropriate, students and their parents/guardians shall be informed about community agencies, organizations, or health care providers that offer qualified professional assistance.

CSBA NOTE: If a minor is 11 years old or younger, consent by a parent/guardian is required before providing the minor with outpatient mental health counseling or treatment services. Family Code 6920-6929 and Health and Safety Code 124260 allow a minor age 12 or older to consent to outpatient mental health counseling or treatment services without parent/guardian consent if, in the opinion of a school psychologist or other professional person, as defined, the minor is mature enough to participate intelligently in the services. However, the child's parent/guardian must still be involved unless the professional person determines it would be inappropriate.

Written parent/guardian consent shall be obtained before mental health counseling or treatment services are provided to a student, except when the student is authorized to consent to the service pursuant to Family Code 6920-6929, Health and Safety Code 124260, or other applicable law.

Any information of a personal nature disclosed to a school counselor by a student age 12 years or older or by his/her/the student's parent/guardian is confidential and shall not become part of the student record without the written consent of the person who disclosed the confidential information. The information shall not be revealed, released, discussed, or referred to except under the limited circumstances specified in Education Code 49602. (Education Code 49602)

A counselor shall consult with the Superintendent or designee and, as appropriate, with the district's legal counsel whenever unsure of how to respond to a student's personal problem or when questions arise regarding the possible release of confidential information regarding a student.

Crisis Counseling

The Board recognizes the need for a prompt and effective response when students are confronted with a traumatic incident. School counselors shall assist in the development of the comprehensive school safety plan, emergency and disaster preparedness plan, and other prevention and intervention practices designed to assist students and parents/guardians before, during, and after a crisis.

Early identification and intervention plans shall be developed to help identify those students who may be at risk for violence so that support may be provided before they engage in violent or disruptive behavior.

In addition, the Superintendent or designee shall identify crisis counseling resources to train district staff in effective threat assessment, appropriate response techniques, and/or methods to directly help students cope with a crisis if it occurs.

CSBA NOTE: The following optional section is for use by districts that choose to provide a teacher-based advisory program as authorized by Education Code 49600. The following section may be revised to reflect district practice, including the grade levels at which the program will operate. It should be deleted by districts in which all student counseling is provided by credentialed school counselors.

The Board recognizes that a supportive, ongoing relationship with a caring adult can provide a student with valuable advice, enhance student-teacher relationships, and build the student's feelings of connectedness with the school. The Board authorizes the development of a teacher-based advisory program in which teachers advise students in such areas as academic planning, character development, conflict resolution, and self-esteem. Any teacher participating in this program shall be under the supervision of a credentialed school counselor as appropriate, receive related information and training, and be subject to this Board policy and law, including requirements pertaining to student confidentiality and nondiscrimination.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 4930-4931	Counseling
5 CCR 80049-80049.1	Pupil personnel services Personnel Services credential
5 CCR 80632-80632.5	Preparation programs for pupil personnel services Pupil Personnel Services
Ed. Code 221.5	Equal opportunity
Ed. Code 44266	Pupil personnel services Personnel Services credential
Ed. Code 48431	Establishing and maintaining high school guidance and placement program
Ed. Code 49600-49604	Educational counseling
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51513	Personal beliefs
Fam. Code 6920-6930	Consent by minor for medical treatment
Gov. Code 6254	Exemption for personnel records if invasion of personal privacy
H&S Code 124260	Mental health services; consent by minors age 12 and older
Labor Code 3074.2	College and career fairs; notice to apprenticeship programs
Pen. Code 11166-11170	Reporting known or suspected cases of child abuse
W&I Code 5850-5883	Mental Health Services Act
Federal	Description
10 USC 503	Military recruiter access to directory information
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 7908

Armed forces recruiter access to students and student recruiting information ^{CONSENT H}

34 CFR 99.1-99.67

Family Educational Rights and Privacy

Management Resources

California Department of Education Publication

Description

California Results-Based School Counseling and Student Support Guidelines, 2007

Website

California Association of School Counselors

Website

American School Counselor Association

Website

U.S. Department of Education, access to military recruiters

Website

Commission on Teacher Credentialing

Website

California Department of Education

[Website](#)

[California Division of Apprenticeship Standards](#)

Cross References

Code

Description

0410

Nondiscrimination In District Programs And Activities

0415

Equity

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

0460

Local Control And Accountability Plan

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Local Control And Accountability Plan

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COVID-19 Mitigation Plan

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Uniform Complaint Procedures

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Uniform Complaint Procedures

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Uniform Complaint Procedures

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Uniform Complaint Procedures

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Civility

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Relations Between Other Governmental Agencies And The Schools

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Campus Security

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Campus Security

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Emergencies And Disaster Preparedness Plan

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Emergencies And Disaster Preparedness Plan

3516.2

Bomb Threats

4112.2

Certification

4112.2

Certification

4119.23

Unauthorized Release Of Confidential/Privileged Information

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4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5022	Student And Family Privacy Rights
5022	Student And Family Privacy Rights
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E PDF(1)	Release Of Directory Information
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5144	Discipline
5144	Discipline
5145.3	Nondiscrimination/Harassment

5145.3	Nondiscrimination/Harassment
5145.6	Parental <u>Parent/guardian</u> Notifications
5145.6-E(1)	Parental <u>Parent/guardian</u> Notifications
5145.6-E PDF(1)	Parental Notifications <u>Parent/guardian Notifications</u>
5145.9	Hate-Motivated Behavior
5147	Dropout Prevention
6120	Response To Instruction And Intervention
6141.4	International Bacculaureate Program
6141.5	Advanced Placement
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6143	Courses Of Study
6143	Courses Of Study
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education

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Continuation Education

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Community Day School

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Community Day School

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Adult Education

6200

Adult Education

Policy 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~10/09/01/2018~~ 2022 | **Last Reviewed Date:** ~~10/09/01/2018~~ 2022

CSBA NOTE: The following policy is for use by districts that maintain any of grades 7-12. Education Code 51220 requires that the adopted course of study for grades 7-12 include courses in career technical education (CTE); see BP/AR 6143 - Courses of Study.

Funding for CTE programs may be available through the federal Strengthening Career and Technical Education for the 21st Century Act, sometimes referred to as Perkins V (20 USC 2301-2414, as amended by P.L. 115-224 and effective July 1, 2019), and state grant programs such as the California Career Pathways Trust pursuant to Education Code 53010-53016 and, the California Career Technical Education Incentive Grant Program pursuant to Education Code 53070-53076.4, as amended by AB 1808 (Ch. 32, Statutes of 2018). the Golden State Pathways Program pursuant to Education Code 53020-53025, the Apprenticeship Innovation Funding Program pursuant to Labor Code 3110-3112.1, and Youth Apprenticeship pursuant to Labor Code 3120-3122.4. In addition, secondary schools may offer CTE through partnership academies (Education Code 54690-54697), regional occupational centers and programs (ROC/Ps) (Education Code 52300-52335.12), and/or district-funded programs.

The following policy should be revised to reflect program(s) offered by the district and grade levels at which such programs shall be offered.

The Governing Board desires to provide a comprehensive career technical education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. ~~The program shall include a rigorous academic component and provide students with practical experience and understanding of all aspects of an industry.~~

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations: by providing a rigorous academic component and practical experience in all aspects of an industry. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), charter schools, small learning communities, magnet programs, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

CSBA NOTE: State model curriculum standards for CTE for grades 7-12 integrate the state's academic content standards with industry-specific knowledge and skills in 58 career pathways organized into 15 industry sectors: agriculture and natural resources; arts, media, and entertainment; building trades and construction; education, child development, and family services; energy and utilities; engineering and design; fashion and interior design; finance and business; health science and medical technology; hospitality, tourism, and recreation; information technology; manufacturing and product development; ~~marketing, sales, and service; public services; and transportation.~~ The state's curriculum framework for

CTE provides guidance in implementing the state content standards. Any district that adopts a course of study that meets or exceeds the state model curriculum standards will be deemed to have satisfied the requirement of Education Code 51228 that the district offer students in grades 7-12 the opportunity to attain entry-level employment skills in business or industry upon high school graduation; see BP 6143 - Courses of Study.

The Board shall adopt district standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

CSBA NOTE: Pursuant to Education Code 52376, the following two paragraphs are mandated for districts that accept funds for the purpose of developing and implementing, in consultation with the ROC/P and community college serving the geographic area of the district, a CTE program for high school students.

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

CSBA NOTE: Education Code 52376 requires districts to determine the extent to which their CTE courses may offer an alternative means for completing course requirements for high school graduation. ~~In addition, Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), no longer authorizes the Board to include a course in CTE to serve as an alternative to the visual or performing arts or foreign world language course requirement for high school graduation. However, if a student completed a CTE course prior to July 1, 2022 that met the requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language graduation requirement;~~ see BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee shall systematically review the district's CTE courses to determine the degree to which each course may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. ~~The Board~~ CTE courses approved for these purposes shall ensure that these classes are be equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

CSBA NOTE: Education Code 51760.1 authorizes districts, county offices of education, ROC/Ps, and partnership academies to provide work-based learning opportunities which may include, but are not limited to, work experience education as defined in Education Code 51764, community classrooms or cooperative CTE programs as defined in Education Code 52372.1, and job shadowing as defined in Education Code 51769; see BP/AR 6178.1 - Work-Based Learning. In addition, although not specified in state law, other examples of work-based learning opportunities cited in the CDE's publication, “Multiple Pathways to Student Success: Envisioning the New California High School,” include student internships/field study, apprenticeships, service learning, work in social/civic enterprises or school-based enterprises such as student stores, and technology-based or other simulated work experiences.

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. ~~He/she~~ The Superintendent or designee shall also work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

CSBA NOTE: Education Code 8070 requires the Board to appoint a CTE advisory committee composed of representatives from specified groups, as detailed below. During the Federal Program Monitoring process, CDE staff will review whether the district has appointed such a committee.

In addition, pursuant to 20 USC 2354, as amended by P.L. 115-224, districts that receive Perkins V funding are required to involve specified stakeholders in conducting a needs assessment and developing the district application, and on a continuing basis thereafter. One way to accomplish this is to include such stakeholders on the CTE advisory committee. Other programs may have similar requirements for stakeholder involvement. The following paragraph may be revised to reflect requirements applicable to programs offered by the district.

The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Employment Development Department. (Education Code 8070)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University (CSU) system is a requirement that high school students satisfactorily complete 15 units of specified courses ("~~a-g~~A-G" courses). These include a growing number of CTE courses that connect knowledge of academic content with practical or work-related applications. Education Code 51229 requires that districts annually provide parents/guardians of students in grades 9-12 with (1) a brief explanation of the ~~a-g~~A-G course requirements; (2) a list of UC and CSU web sites that provide related information and a list of certified ~~a-g~~A-G courses; (3) a brief description of CTE, as defined by CDE; (4) the Internet address for the portion of the ~~CDE~~CDE's web site where students can learn more about CTE; and (5) information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or to enroll in CTE courses. See AR 6143 - Courses of Study and E 5145.6 - Parental Notifications.

In addition, districts that include a course in CTE as an alternative to the visual or performing arts or foreign language course requirement for high school graduation, as authorized by Education Code 51225.3, are required by Education Code 48980 to provide a list of CTE courses offered by the district that satisfy the ~~a-g~~ course requirements for college admission and to specify which requirements they satisfy. Districts that do not allow this alternative graduation requirement should modify the following paragraph accordingly: (1) 5145.6 - Parental Notifications.

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

CSBA NOTE: Pursuant to 34 CFR 100 (Appendix B), the notice specified below may be made in local newspapers, publications or media reaching target populations, or by other means and should include a brief summary of program offerings, admission criteria, and the name and contact information of the person designated to coordinate Title IX and Section 504 compliance activity. If the population within the district contains a community of persons with limited English language skills, the notification must be disseminated in the languages of the community. See BP 5145.6 - Parental Notifications for state requirements pertaining to the translation of parental notifications.

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that the district will take

steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9) CONSENT H

CSBA NOTE: The following paragraph is for use by districts that receive funding through Perkins V for basic CTE programs pursuant to 20 USC 2301-2414. See the accompanying administrative regulation for further information regarding the participation of private school students and staff in district programs.

To the extent required by law, the Superintendent or designee shall invite the participation of private school students in CTE programs supported by federal funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins). (20 USC 2397)

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, located on its web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: Teachers of technical, trade, or vocational courses must possess a single subject credential or a designated subjects credential issued by the Commission on Teacher Credentialing which authorizes teaching CTE courses. The designated subjects CTE credential is available in 15 subjects which reflect the 15 industry sectors identified in the state's model curriculum standards; see AR 4112.2 - Certification. In order to obtain the preliminary designated subjects credential, teachers must have at least three years of work experience directly related to each industry sector specified on the credential.

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. ~~He/she~~ The Superintendent or designee shall also provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

CSBA NOTE: The following paragraph is optional. Education Code 17078.72 provides funding for improving and expanding CTE programs through construction of new facilities, remodeling of existing facilities, and/or purchase of equipment.

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

CSBA NOTE: The following paragraph may be revised to reflect requirements applicable to programs offered by the district. Pursuant to Education Code 52060, the district must annually review its progress toward the goals identified in its local control and accountability plan, including, when applicable, measures of student achievement such as the percentage of students who have successfully completed courses that satisfy the requirements for CTE sequences or programs of study that align with state CTE standards and frameworks. The California School Dashboard provides a tool to assist in evaluation of district and school performance and includes measures of CTE pathway completion within the college/career readiness indicator.

In addition, each district receiving Perkins V funding must evaluate its progress in achieving specific performance levels on core indicators as detailed in the state plan and 20 USC 2323, as amended by P.L. 115-224. Pursuant to 20 USC 2343, if the district falls below 90 percent on any of these targets, the district will be required to develop and implement an improvement plan.

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation ~~rates~~ rates. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district's local control and accountability plan as necessary.

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State	Description
5 CCR 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education
5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
Ed. Code 1205	Classification of counties
Ed. Code 17078.70-17078.72	Career technical education facilities
Ed. Code 33430-33432	Health science and medical technology grants
Ed. Code 35168	Inventory of equipment
Ed. Code 41540-41544	Targeted instructional improvement block grant

Ed. Code 44257.3	CTC recognition of study in linked learning teaching methods
Ed. Code 44260-44260.1	Designated subjects career technical education credential
Ed. Code 44260.9	Designated subjects career technical education credential
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 51220-51230	Course of study for grades 7-12
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52300-52499.66	Career technical education
Ed. Code 52519-52520	Adult education; occupational training
Ed. Code 53010-53016	California Career Pathways Trust
Ed. Code 53020-53025	Golden State Pathways Program
Ed. Code 53070-53076.4	The California Career Technical Education Incentive Grant Program
Ed. Code 53086	California Career Resource Network
Ed. Code 54690-54699.1	California Partnership Academies
Ed. Code 54750-54760	California Partnership Academies; green technology and goods movement occupations
Ed. Code 56363	Related services for students with disabilities; specially designed career technical education
Ed. Code 66205.5-66205.9	Approval of career technical education courses for admission to California colleges
Ed. Code 8006-8155	Career technical education
Ed. Code 88500-88551	Community college economic and workforce development program
Gov. Code 54950-54963	The Ralph M. Brown Act
Lab. Code 3070-3099.5	Apprenticeships
Lab. Code 3110-3112.1	Apprenticeship Innovation Funding Program
Labor Code 3120-3122.4	Youth Apprenticeship
Federal	Description
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6301-6578	Improving the Academic Achievement of the Disadvantaged
34 CFR 100	Appendix B Guidelines for eliminating discrimination in career technical education programs
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex; effectuating Title IX

Management Resources

PGUSD

Description

Regular Meeting of May 18, 2023

California Department of Education Publication	California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013
California Department of Education Publication	Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007
California Department of Education Publication	Multiple Pathways to Student Success: Envisioning the New California High School, 2010
CSBA Publication	The Linked Learning Approach to High School Reform, Governance Brief, January 2014
CSBA Publication	A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014
Website	Association for Career and Technical Education
Website	California Association of Regional Occupational Centers and Programs
Website	U.S. Department of Education, Office of Vocational and Adult Education
Website	U.S. Department of Labor, Bureau of Labor Statistics
Website	California Department of Education, Career Technical Education
Website	California Department of Employment Development
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Cross References

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0410	Nondiscrimination In District Programs And Activities
0415	Equity
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460 PGUSD	Local Control And Accountability Plan

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1312.3-E PDF(1)	Uniform Complaint Procedures
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6141	Curriculum Development And Evaluation
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- 6178.1 Work-Based Learning
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- 7110 Facilities Master Plan

Regulation 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | **Last Revised Date:** ~~10/09/01/2018~~ 2022 | **Last Reviewed Date:** ~~10/09/01/2018~~ 2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect program(s) offered by the district.

Federal Grants for Career Technical Education (Perkins)

CSBA NOTE: The following optional section is for use by districts that receive basic grants to support programs of career technical education (CTE) pursuant to the Strengthening Career and Technical Education for the 21st Century Act, often referred to as Perkins V (20 USC 2301-2355; as amended by P.L. 115-224). As amended, the "hold harmless" provision has been replaced with a guarantee, which guarantees that each state will receive a minimum grant equal to 90 percent of its prior year allocation; effective in fiscal year 2021.

During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will review whether the district uses these federal funds to supplement, not supplant, state and local funds for CTE activities, as required by 20 USC 2391, and whether funds are used for appropriate purposes as described in 20 USC 2355 and in the state plan adopted pursuant to 20 USC 2342. As amended by P.L. 115-224, 20 USC 2342 authorizes states to develop a one-year transition plan until Perkins V becomes effective July 1, 2019, after which a four-year state plan will be required: four-year state plan adopted pursuant to 20 USC 2342.

The district shall submit to the California Department of Education an application for a basic grant of the federal Strengthening Career and Technical Education for the 21st Century Act. The application shall address the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. (20 USC 2354)

The district shall conduct a needs assessment in accordance with 20 USC 2354, which shall be updated at least once every two years. The needs assessment shall be conducted in consultation with representatives of district career technical education (CTE) programs, postsecondary CTE programs, state or local workforce development boards and businesses, parents/guardians, students, and other specified stakeholders. (20 USC 2354)

CSBA NOTE: The district may use Perkins V and other federal, state, and/or district funds to meet the program requirements listed below. ~~P.L. 115-224 amended 20 USC 2355 to streamline the allowable uses of funds and eliminate the additional list of permissible uses.~~

To meet the needs identified in the needs assessment, the Superintendent or designee shall develop, coordinate, implement, or improve CTE programs that are of sufficient size, scope, and quality to be effective and that fulfill the following purposes: (20 USC 2355)

1. Provide career exploration and career development activities through an organized, systematic framework designed to aid students, including students in the middle grades, in making informed plans and decisions about future education and career opportunities and programs of study. Such activities shall occur before students enroll and while they are participating in a CTE program, and may include:

- a. Introductory courses or activities focused on career exploration and career awareness, including non-traditional fields
 - b. Readily available career and labor market information, including information on occupational supply and demand, educational requirements, other information on careers aligned to economic priorities, and employment sectors
 - c. Programs and activities related to the development of student graduation and career plans
 - d. Career guidance and academic counselors who provide information on postsecondary education and career options
 - e. Any other activity that advances knowledge of career opportunities and assists students in making informed decisions about future education and employment goals, including nontraditional fields
 - f. Activities that provide students with strong experience in, and comprehensive understanding of, all aspects of an industry
2. Provide the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations
 3. Integrate academic skills into CTE programs and programs of study to support participating students in meeting state academic standards
 4. Provide professional development for teachers, school leaders, administrators, specialized instructional support personnel, guidance counselors, and/or paraprofessionals, which may include the types of activities listed in 20 USC 2355
 5. Plan and carry out elements that support the implementation of CTE programs and programs of study and that result in increased student achievement. Such elements may include curriculum aligned with program requirements, sustainable relationships among community stakeholders, opportunities for students to participate in accelerated learning programs, equipment and instructional materials aligned with business and industry needs, and other activities specified in 20 USC 2355.
 6. Develop and implement evaluations of the activities funded by the grant

CSBA NOTE: Pursuant to 20 USC 2354, the district application for Perkins V funding must describe how individuals will not be discriminated against based on their status as members of "special populations," as defined in 20 USC 2302 as amended by P.L. 115-224. In addition, a district that receives federal aid is required by 34 CFR 100 (Appendix B), 104.8, and 106.9 to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate in its educational programs or activities. See BP 0410 -- Nondiscrimination in District Programs and Activities.

During the FPM process, CDE staff will check whether the district complies with requirements to (1) ensure equitable access by special population students through outreach, recruitment, enrollment, and placement activities; (2) identify and adopt strategies to overcome barriers to access or success in the program; (3) ensure that counseling materials and activities, including student program selection and career/employment selection, and promotional and recruitment efforts are nondiscriminatory; and (4) advise students, parents/guardians, employees, and the general public, prior to the beginning of the school year, that all CTE opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100 (Appendix B).

The ~~district's~~ district's program shall provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency. Special populations shall be provided with equal access to CTE programs and shall not be unlawfully discriminated against.

Special populations include, but are not limited to, students with disabilities, students from economically disadvantaged families, pregnant and parenting students, out-of-work individuals, English learners, homeless students, foster youth, children of military families, and students preparing for nontraditional fields. Nontraditional fields include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)

Upon written request from a nonprofit private school within the geographical area served by the district, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the district's district's programs and activities funded pursuant to 20 USC 2301-2414. To the extent practicable, the Superintendent or designee shall also, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the district's district's inservice and preservice professional development programs funded through such grants. (20 USC 2397)

Linked Learning Programs

CSBA NOTE: The following optional section is for use by districts that offer "linked learning" programs integrating academic and career technical study (sometimes called "multiple pathways") and may be revised to reflect district practice.

The district shall offer one or more comprehensive, multi-year linked learning programs in grades 9-12 that are organized around a broad theme, interest area, or industry sector including, but not limited to, the industry sectors identified in model standards adopted by the State Board of Education pursuant to Education Code 51226. The program shall provide all participating students with curriculum choices that prepare them for career entry and a full range of postsecondary options, including two-year and four-year colleges, apprenticeships, and formal employment training.

At a minimum, the district's district's linked learning program shall include:

1. An integrated core curriculum that meets the eligibility requirements for admission to the University of California (UC) and the California State University (CSU) and is delivered through project-based learning and other engaging instructional strategies that bring real-world context and relevance to the curriculum where broad themes, interest areas, and CTE are emphasized
2. An integrated technical core of a sequence of at least four related courses that may reflect CTE standards-based courses and that provide students with career skills, are aligned to academic principles, and fulfill academic core requirements described in item item #1 above to the extent possible
3. A series of work-based learning opportunities that begin with mentoring and job shadowing and evolve into intensive internships, school-based enterprises, or virtual apprenticeships
4. Support services, including supplemental instruction in reading and mathematics, that help students master the advanced academic and technical content that is necessary for success in college and career

Partnership Academies

~~CSBA NOTE: The following optional section is for use by districts that have established a partnership academy pursuant to Education Code 54690-54699.1 and 54750-54760. A partnership academy functions as a school within a school with a career theme and related academic courses primarily directed at students who are at risk of dropping out.~~

~~The district shall operate one or more partnership academies as a school within a school focused on a broad career theme. The program shall be available to students in grades 10-12, at least half of whom shall be students who are at risk of dropping out of school as indicated by three or more of the following criteria: (Education Code 54690-54691)~~

- ~~1. Past record of irregular attendance, with absence from school 20 percent or more of the school year~~
- ~~2. Past record of underachievement in which the student is at least one-third of a year behind the coursework for the respective grade level, or as demonstrated by credits achieved~~
- ~~3. Past record of low motivation or disinterest in the regular school program~~
- ~~4. Economic disadvantage~~
- ~~5. Scores below basic or far below basic on the mathematics or English language arts test of the California Assessment of Student Performance and Progress~~
- ~~6. A grade point average of 2.2 or below or the equivalent of a C minus~~

~~Ninth-grade teachers and counselors shall identify students eligible to participate in a partnership academy. Participating students shall be selected by academy staff from among those who have expressed an interest in the academy and whose parents/guardians have approved the student's student's participation. (Education Code 54695)~~

~~The district's program shall provide: (Education Code 54692)~~

- ~~1. During each regular school term, instruction in at least three academic subjects that:

 - ~~a. Prepares students for a regular high school diploma~~
 - ~~b. Where possible and appropriate, prepares students to meet subject requirements for admission to the California State University UC and University of California CSU~~
 - ~~c. Contributes to an understanding of the occupational field of the academy~~~~

~~CTE CSBA NOTE: Education Code 54692, as amended by AB 1923 (Ch. 114, Statutes of 2022), includes science, technology, engineering, and mathematics courses as required alternative courses that must be offered to students participating in partnership academies.~~

- ~~2. CTE or science, technology, engineering, and mathematics courses offered at each grade level at the academy that are part of an occupational course sequence that targets comprehensive skills and meets the criteria specified in Education Code 54692~~
- ~~3. Classes that are block-scheduled in a cluster whenever possible to provide flexibility to academy teachers and which may vary in number during grade 12~~
- ~~4. A mentor from the business community for students during grade 11~~
- ~~5. An employer-based internship or work experience that occurs during the summer following grade 11 or during grade 12~~
- ~~6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation~~

~~Attendance in academy classes shall be limited to students enrolled in the academy. (Education Code 54692)~~

~~The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including district and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)~~

Apprenticeship Programs

CSBA NOTE: The following optional paragraph may be used by districts that provide a program of "orientation to apprenticeships" to students who have not yet applied to an apprenticeship program. Such programs are sometimes referred to as "pre-apprenticeship programs." However, the Department of Industrial Relations (DIR), in its publication, "Orientation to Apprenticeship: A Guide for Educators," notes that "pre-apprentice" is used by some trades as a classification of worker and therefore prefers the term "orientation to apprenticeship" to refer to a program offered by secondary schools. Items #1-5 below reflect key program components recommended in the DIR publication and may be revised to reflect district practice.

The district shall offer high school and/or adult education students a program of orientation to apprenticeships that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training which guides students to a registered apprenticeable occupation.

The district's program shall:

1. Introduce students to what they need to know in order to apply, test, and interview for acceptance into an apprenticeship program
2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology
3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills
4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program
5. Provide an orientation to a specific craft or trade or to an industry

CSBA NOTE: The following optional paragraph is for use by districts that contract with sponsors of approved apprenticeship programs (e.g., individual employers, labor or management apprenticeship committees, or joint labor-management apprenticeship committees) pursuant to Education Code 8150-8155 and Labor Code 3070-3099.5 to provide classes of related and supplemental instruction. Apprenticeship programs are offered for a period of one to six years (typically four years) and provide specialized on-the-job training that prepares an individual for employment in a craft or trade profession.

The district may enter into an agreement with a local business, labor or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved by the Department of Industrial Relations' Division of Apprenticeship Standards to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Education Code 8150-8155; Labor Code 3074, 3075, 3078)

Regional Occupational Center/Program

CSBA NOTE: The following optional section is for use by districts that partner with or offer their own local regional occupational center or program (ROC/P) pursuant to Education Code 52300-52335.12, and may be revised to reflect district practice. Education Code 52301 authorizes the establishment of an

ROC/P by (1) the County Superintendent of Schools, with the approval of the State Board of Education (SBE); (2) two or more districts maintaining high schools, with the approval of the SBE and the County Superintendent; or (3) a single district with an average daily attendance (ADA) of 50,000 or more located in a class 1 county or a district with an ADA of 100,000 or more located in a class 2 county, as defined in Education Code 1205. ROC/P courses are open to secondary students, with priority enrollment given to students ages 16-18 or in grades 11-12. See BP 6178.2 - Regional Occupational Center/Program for additional program requirements.

The district shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code 52335.12, which offers CTE courses, linked learning programs, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or the possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

Student Organizations

CSBA NOTE: The following optional section may be used by districts providing any CTE program(s). 20 USC 2355 permits the use of Perkins V funding to support career technical student organizations and related activities. According to CDE, state-supported organizations include California DECA: A Marketing Association (formerly Distributive Education Clubs of America), Future Business Leaders of America (FBLA), Future Farmers of America (FFA), Future Homemakers of America-Home Economics Related Occupations (FHA-HERO), Health Occupations Students of America (HOSA), and Skills USA (formerly Vocational Industrial Clubs of America-VICA).

The district may provide support, including supplies, materials, activities, and advisor expenses, to student organizations which engage in activities that are integral to the CTE program and provide for the development of student leadership skills. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education

5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
Ed. Code 1205	Classification of counties
Ed. Code 17078.70-17078.72	Career technical education facilities
Ed. Code 33430-33432	Health science and medical technology grants
Ed. Code 35168	Inventory of equipment
Ed. Code 41540-41544	Targeted instructional improvement block grant
Ed. Code 44257.3	CTC recognition of study in linked learning teaching methods
Ed. Code 44260-44260.1	Designated subjects career technical education credential
Ed. Code 44260.9	Designated subjects career technical education credential
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 51220-51230	Course of study for grades 7-12
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52300-52499.66	Career technical education
Ed. Code 52519-52520	Adult education, occupational training
Ed. Code 53010-53016	California Career Pathways Trust
Ed. Code 53070-53076.4	The California Career Technical Education Incentive Grant Program
Ed. Code 53086	California Career Resource Network
Ed. Code 54690-54699.1	California Partnership Academies
Ed. Code 54750-54760	California Partnership Academies, green technology and goods movement occupations
Ed. Code 56363	Related services for students with disabilities; specially designed career technical education
Ed. Code 66205.5-66205.9	Approval of career technical education courses for admission to California colleges
Ed. Code 8006-8155	Career technical education
Ed. Code 88500-88551	Community college economic and workforce development program
Gov. Code 54950-54963	The Ralph M. Brown Act
Lab. Code 3070-3099.5	Apprenticeships
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20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
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6200	Adult Education
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**CSBA Sample District Policy Manual
CSBA Sample Manual Site**

Policy 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** ~~05/09/01/2016~~2022 | **Last Reviewed Date:** 05/09/01/20162022

CSBA NOTE: The following ~~Board~~ policy is for use by any high school district or unified school district that maintains an adult education school or program or that participates in a program offered by the county office of education.

Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015), establish the Adult Education ~~Block Grant~~Program to provide adult education services through a regional consortium of school districts, county offices of education, community college districts, and joint powers authorities consisting of those entities. Other funding for adult education may be available through local control funding formula apportionments, California Work Opportunity and Responsibility to Kids (CalWORKs) funds for education and job training (Welfare and Institutions Code 11320-11329.5), the federal Workforce Innovation and Opportunity Act (29 USC 3101-3255), Adult Education and Literacy Act (29 USC 3271-3333), and/or ~~Carl D. Perkins~~Strengthening Career and Technical Education for the 21st Century Act (20 USC 2301-2414). Pursuant to Education Code 41976, as amended by AB 486 (Ch. 666, Statutes of 2021), funds allocated through the Adult Education Program may only be used in accordance with law and as specified in the accompanying administrative regulation. The district may revise the following policy to reflect requirements of the program(s) it offers.

The Governing Board believes that education is a lifelong ~~process~~endeavor and that it is important for individuals to continuously develop new skills necessary to participate effectively as citizens, workers, parents/guardians, and family and community members. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

CSBA NOTE: Option 1 below is for use by districts that maintain classes for adults as authorized by Education Code 52501. Option 2 is for use by districts whose students may participate in an adult education program administered by a county office of education in geographically isolated, sparsely populated areas as authorized by Education Code 52616.21.

CSBA NOTE: Education Code 51056 and 52515 require approval by the California Department of Education (CDE) of courses offered in adult education programs. See For further information regarding course approval see the accompanying administrative regulation and the CDE's Adult Education Handbook for California web site.

OPTION 1:

The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

OPTION 1 ENDS HERE

OPTION 2: The district shall participate in the adult education program administered by the county office of education. District students enrolled in this program shall be under the immediate supervision of a certificated district employee.

OPTION 2 ENDS HERE

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. ([Education Code 52505](#))

CSBA NOTE: Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to [Education Code 44260.2-44260.3](#). See the [Commission on Teacher Credentialing's web site for further information and credential requirements](#).

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

CSBA NOTE: [Education Code 52620](#) permits the [Governing Board](#) to authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to enroll as a special part-time student at a community college.

Upon recommendation of the administrator of the student's adult school or noncredit program of attendance, the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to attend a community college during any session or term as a special part-time student. ([Education Code 52620](#))

CSBA NOTE: Pursuant to [Education Code 52508](#), the Board is authorized to award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program, as long as the Board has prescribed the requirements for the awarding of any such diplomas pursuant to [Education Code 52509](#).

The Board may award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program. ([Education Code 52508](#), [52509](#))

CSBA NOTE: [Education Code 52509](#) mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in [Education Code 51225.3](#); see [BP 6146.1 - High School Graduation Requirements](#). Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any additional district-established high school graduation requirements. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

CSBA NOTE: The following two optional paragraphs may be used by districts that select either Option 1 or 2 above and participate in the regional consortium established for purposes of the Adult Education Block Grant pursuant to [Education Code 84900-84920](#), as added by [AB 104 \(Ch. 13, Statutes of 2015\)](#). The consortium is required to approve an adult education plan containing the components specified in [Education Code 84906](#) at least once every three years and to update the plan at least once each year based on available data.

Funds allocated through this block grant may be used in accordance with [Education Code 84913](#),

including to provide support for adult education programs related to elementary and secondary basic skills, entry or reentry into the workforce, career technical education, pre-apprenticeship training, knowledge and skills to assist K-12 students to succeed academically, and programs for immigrants and adults with disabilities. See the accompanying administrative regulation.

CSBA NOTE: Pursuant to Education Code 52511, a district may contract with another district to provide adult education instruction in any of the situations specified in the following paragraph.

If the district has an adult school or classes for adults but is unable to maintain such school or classes because of an inability to secure a teacher(s) or because of a lack of facilities, the district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district for the instruction of such students. (Education Code 52511)

CSBA NOTE: The following two optional paragraphs may be used by districts that participate in the regional consortium established for purposes of the Adult Education Program pursuant to Education Code 84900-84920. Education Code 84906 requires the consortium to approve a three-year adult education plan that addresses a three-year fiscal planning cycle, and fulfills the components specified in Education Code 84906. The plan is required to be updated at least once each year based on available data.

To ensure efficient and coordinated adult education services, the district shall collaborate with other local educational agencies and the community college district in the region's may join a regional adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's regional adult education consortium shall be designated by the Board. (Education Code 84905)

CSBA NOTE: The remainder of this policy is for use by districts selecting Option 1 above, but may be adapted for use by districts selecting Option 2.

Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements. CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920 requires the Superintendent of Public Instruction and California Community College Chancellor (CCCC) to identify common measures for determining consortium members effectiveness in meeting the educational needs of adults, which is provided for in CDE's and CCCC's, "Adult Education Block Grant (AEBG) Measures of Effectiveness". In addition, for districts participating in the federal Adult Education and Family Literacy Act, CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

(Education Code 52505, 52513)

CSBA NOTE: If the district's adult school or program offers a course in elementary subjects appropriate to the needs of adults, as authorized by Education Code 52516 and 84913, the Board is mandated pursuant to Education Code 52510 to prescribe requirements for eighth-grade graduation. Items #1-2 below should be revised to reflect district practice.

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

- 1.—At least one term in the adult elementary program
- 2.—Overall eighth-grade placement on a recognized standardized achievement test

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any high school graduation requirements established by the district. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920, as added by AB 104 (Ch. 13, Statutes of 2015), requires the Superintendent of Public Instruction and California Community College Chancellor to identify common measures for determining the effectiveness of school districts and other consortium members in meeting the educational needs of adults. In addition, for districts participating in the federal Adult Education and Family Literacy Act, the CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

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Policy Reference Disclaimer:

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

State	Description
5 CCR 10501	Adult education; definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10530-10534 10560	Standards of administration

<u>5 CCR 53412</u>	<u>Minimum qualifications for instructors of noncredit courses</u>
5 CCR 80034	Teaching credentials; adult education
5 CCR 80034.5	Adult education; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan <u>CalWORKs instructional and job training plan</u>
Ed. Code 41975-41976.2 1	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements; designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46190-46192 <u>46191</u>	Adult education classes, day of attendance <u>Attendance for adults in correctional facilities</u>
Ed. Code 46300.1-46300.4 2	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary; two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); <u>admissions of adults and minors</u>
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
<u>Ed. Code 52620</u>	<u>Attendance at community college as special part-time student</u>
Ed. Code 52610-52616.24 18	Adult schools; finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes

Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Block Grant <u>Program</u>
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including; education and job training
Federal	Description
20 USC 2301-2415 <u>2414</u>	Carl D. Perkins <u>Strengthening</u> Career and Technical Education <u>for the 21st Century</u> Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005 <u>Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020</u>
California Department of Education <u>and California Community College Chancellor Office</u> Publication	<u>Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013</u> <u>Adult Education Block Grant (AEBG) Measures of Effectiveness</u>
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards
Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services

4112.2	Certification
4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7 <u>6145.6</u>	Physical Education And Activity <u>International Exchange (BP and AR)</u>
6142.7 <u>6146.1</u>	Physical Education And Activity <u>High School Graduation Requirements</u>
6146.1	High School Graduation Requirements
6146.1 <u>2</u>	High School Graduation Requirements <u>Certificate of Proficiency/High School Equivalency (BP and AR)</u>
6146.11	Alternative Credits Toward Graduation
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF (1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1) <u>4</u>	Certificate Of Proficiency/High School Equivalency <u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6146.4 <u>5</u>	Differential Graduation And Competency Standards For Students With Disabilities <u>Elementary/Middle School Graduation Requirements</u>
6158 <u>6146.5</u>	Elementary/Middle School Graduation Requirements <u>Independent Study</u>
6158	Independent Study
6164.2	Independent Study <u>Guidance/Counseling Services</u>
6172.1	Guidance/Counseling Services <u>Concurrent Enrollment in College Classes (BP and AR)</u>
6178	Career Technical Education
6178	Career Technical Education

6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

**CSBA Sample District Policy Manual
CSBA Sample Manual Site**

Regulation 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** ~~05/09/01/2016~~ 2022 | **Last Reviewed Date:** ~~05/09/01/2016~~ 2022

CSBA NOTE: The following administrative regulation may be revised for consistency with the adult education plan adopted by the regional consortium established for the Adult Education Block Grant, pursuant to Education Code 84906, as added by AB 104 (Ch. 13, Statutes of 2015). In addition, districts that participate in a county-operated adult education program (Option 2 in the accompanying Board policy) should tailor the following administrative regulation to delete references to district programs: Program, pursuant to Education Code 84906.

Enrollment

With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)

Enrollment

CSBA NOTE: The following paragraph may be revised to reflect programs in which the district participates.

~~For~~ For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. For other adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52523, 52610) (Education Code 52523)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period., ~~84901~~ (Education Code 52523)

With the exception of programs for adults with disabilities specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies attendance in the class as being open to the general public. (Education Code 52517, 52570)

Concurrent Enrollment of High School Students

High school students shall ~~shall~~ may be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's ~~career~~ vocational and technical education

program.

4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

CSBA NOTE: The following paragraph is optional.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes ~~his/her~~ the student, the student's parent/guardian, and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That ~~this~~ the enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

CSBA NOTE: The following paragraph is optional. Education Code 52500.1 does not require that the above statement be signed. However, obtaining the signature of all parties is one way to document the student's voluntary participation in the program and the high school representative's determination that the program will enhance the student's progress toward graduation.

The above statement shall be signed by the student, the student's parent/guardian, and the certificated high school representative.

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

CSBA NOTE: The following list should be revised to reflect the types of adult education programs offered by the district. Education Code ~~84913~~ 41976, as ~~added~~ amended by AB ~~104~~ 486 (Ch. ~~13666~~, Statutes of ~~2015~~ 2022), authorizes the use of Adult Education ~~Block Grant~~ Program funds to support the programs listed in ~~items~~ Items #1-7 below. Education Code ~~41976~~, as ~~amended~~ by AB ~~104~~, authorizes the use of ~~local~~ Local control funding formula (LCFF) and/or other district funds may be used for many of these same purposes, as ~~well as the purposes listed in items #8-12 below.~~

~~Adult~~ The district's adult education classes or courses program shall offer instruction in one or more of the following: areas: (Education Code 41976; ~~84913~~)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

CSBA NOTE: Education Code 52550-52556 set conditions for 52555 require establishing citizenship programs in high school districts when 25 or more persons residing in the district apply for such training, and permit such classes upon demand when there are a lesser number of applicants. Pursuant to Education Code 41976, as amended by AB 486, the course may include immigrant integration.

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation , and immigrant integration
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce
4. Programs for adults, including, but not limited to, older adults, Programs that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
5. Programs for adults with disabilities
6. Short-term career technical education programs with high employment potential
7. Programs offering pre-apprenticeship training activities in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

CSBA NOTE: Education Code 84913, as added by AB 104 (Ch. 13, Statutes of 2015), authorizes the use of Adult Education Block Grant funds to support pre-apprenticeship training activities, as provided in item #7 below. Pre-apprenticeship training activities must be conducted in coordination with apprenticeship programs approved by the California Department of Industrial Relations' Division of Apprenticeship Standards for the occupation and geographic area. CSBA NOTE: Education Code 52540 sets conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

7. ~~Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs~~

The district may also offer programs in parenting, family and consumer awareness, English as a second language, classes for older adults, home economics, and health and safety education. Such programs shall not be paid for with Adult Education Program Funds.

CSBA NOTE: The types of programs listed in optional items #8-12 below are not authorized uses of the Adult Education Block Grant. However, Education Code 41976 authorizes the use of other district funds for these purposes, as well as the purposes listed in items #1-2 and #5-7 above. CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the California Department of Education (CDE). According to CDE's website, within 20 working days of receiving a request, CDE will provide electronic certification of course approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on CDE's web site.

8. ~~Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting~~

CSBA NOTE: Education Code 52540-52544 set conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

9. English as a second language

10. Programs for older adults

11. Home economics

12. Health and safety education

CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the CDE. According to the CDE's Adult Education Handbook for California, districts must annually submit a list of course titles to the CDE for approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on the CDE's web site.

The Superintendent or designee shall ~~annually~~ regularly submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

CSBA NOTE: The following optional paragraph is for use by districts that offer community service classes; see BP 61466142.4 - Service Learning/Community Service Classes. Pursuant to Education Code 51810, the district may provide community service classes in specified subjects without the approval of ~~the~~ CDE.

Adults may also ~~may~~ be enrolled in community service classes offered by the district. (Education Code 51811)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

~~Participation in independent study shall be voluntary.~~ (Education Code 51747)

~~Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation.~~ (Education Code 46300.4)

~~An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)~~ Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747)

Fees

CSBA NOTE: Education Code 52612-52613 authorize the district to charge fees for adult education classes, with certain exceptions. The total of these fees plus revenues derived from ADA average daily attendance must not exceed the estimated cost of all such classes. The following section should be revised to reflect district practice.

~~No fee~~The district may require fees for enrollment in an adult education class. However, no fees shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

CSBA NOTE: The following paragraph is optional.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In some cases lieu of fixing such charge, books may be obtained from the district at cost or may be obtained on loan loaned to students with the payment of a refundable deposit. ~~In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes.~~
(Education Code ~~52615~~, 60410)

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State	Description
5 CCR 10501	Adult education
5 CCR 10508	Records and reports
5 CCR 10530-10534	Standards
5 CCR 80034	Teaching credentials, adult education
5 CCR 80034.5	Adult education, substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan
Ed. Code 41975-41976.2	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements, designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers

Ed. Code 46190-46192	Adult education classes, day of attendance
Ed. Code 46300.1-46300.4	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes)
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52610-52616.24	Adult schools, finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Block Grant
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including education and job training
Federal	Description
20 USC 2301-2415	Carl D. Perkins Career and Technical Education Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005
California Department of Education Publication	Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards

Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
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4131	Staff Development
5148.3	Preschool/Early Childhood Education
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6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation

6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Regulation 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | **Last Revised Date:** 09/01/2022 | **Last Reviewed Date:** 09/01/2022

Enrollment

For adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52523, 52610)

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. (Education Code 52523)

With the exception of programs for adults with disabilities specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies attendance in the class as being open to the general public. (Education Code 52517, 52570)

Concurrent Enrollment of High School Students

High school students may be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's vocational and technical education program.
4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes the student, the student's parent/guardian, and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That the enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

The above statement shall be signed by the student, the student's parent/guardian, and the certificated high school representative.

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

The district's adult education program shall offer instruction in one or more of the following areas: (Education Code 41976)

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate
2. Programs for immigrants eligible for educational services in citizenship, English as a second language, workforce preparation, and immigrant integration
3. Programs that are primarily related to entry or reentry into the workforce
4. Programs that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
5. Programs for adults with disabilities
6. Short-term career technical education programs with high employment potential
7. Programs offering pre-apprenticeship training activities in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

~~The district may also offer programs in parenting, family and consumer awareness, English as a second language, classes for older adults, home economics, and health and safety education. Such programs shall not be paid for with Adult Education Program Funds.~~

~~The district may offer fee-based community education and older adult programs and such programs shall not be paid for with Adult Education Program Funds.~~

The Superintendent or designee shall regularly submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

Adults may also be enrolled in community service classes offered by the district. (Education Code 51811)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747)

Fees

The district may require fees for enrollment in an adult education class. However, no fees shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In lieu of fixing such charge, books may be loaned to students with the payment of a refundable deposit. (Education Code 60410)

Policy Reference Disclaimer:

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

State	Description
5 CCR 10501	Adult education; definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10560	Standards of administration
5 CCR 53412	Minimum qualifications for instructors of noncredit courses

5 CCR 80034	Teaching credentials; adult education
5 CCR 80034.5	Adult education; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs instructional and job training plan
Ed. Code 41975-41976.1	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements; designated subjects adult education credential
Ed. Code 44865	Qualifications for independent study teachers
Ed. Code 46191	Attendance for adults in correctional facilities
Ed. Code 46300.1-46300.42	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51241	Temporary two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52610-52616.18	Adult schools; finances
Ed. Code 52620	Attendance at community college as special part-time student
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Program
Ed. Code 8500-8538	Adult education

Federal

20 USC 2301-2414

Description[Strengthening Career and Technical Education for the 21st Century Act](#)

29 USC 3101-3255

Workforce Innovation and Opportunity Act

29 USC 3271-3333

Adult Education and Family Literacy Act

Management ResourcesCalifornia Department of Education
Publication**Description**Pupil Fees, Deposits, and Other Charges, Fiscal Management
Advisory 20-01, July 23, 2020California Department of Education
PublicationAdult Education Block Grant (AEBG) Measures of
Effectiveness

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Department of Education, Adult Education](#)

Website

[California Department of Industrial Relations, Division of
Apprenticeship Standards](#)

Website

[California Council for Adult Education](#)

Website

[Comprehensive Adult Student Assessment Systems](#)

Website

[Commission on Teacher Credentialing](#)**Cross References****Code**

0410

Description

Nondiscrimination In District Programs And Activities

0440

District Technology Plan

0440

District Technology Plan

0500

Accountability

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

1312.3

Uniform Complaint Procedures

3260

Fees And Charges

3260

Fees And Charges

3541

Transportation Routes And Services

4112.2

Certification

4112.2

Certification

4121

Temporary/Substitute Personnel

4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6145.6	International Exchange
6145.6	International Exchange
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Policy 7110: Facilities Master Plan

Status: ADOPTED

Original Adopted Date: 02/01/1996 | **Last Revised Date:** ~~03/09/01/2012~~ 2022 | **Last Reviewed Date:** ~~03/09/01/2012~~ 2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Pursuant to the School Facility Program (Education Code 17070.10-17079.30), the State Allocation Board (SAB) and Office of Public School Construction administer state funding programs for new construction, modernization, career technical education facilities, charter school facilities, critically overcrowded school facilities, facility hardships, seismic mitigation, high performance incentives (environmentally efficient schools), joint use programs, labor compliance, overcrowding relief, emergency repairs, and deferred maintenance.

For additional information about the facilities master planning process, see CSBA's fact sheet "Facilities Master Planning." In addition, CSBA's Facilities Planning program provides assistance with enrollment projections and/or the development of facilities master plans.

Although not required by law, the California Department of Education's (CDE) publication "Educational Specifications: Linking Design of School Facilities to Educational Program," recommends that the district's facilities master plan be adopted by formal resolution of the Governing Board.

The Governing Board recognizes the importance of long-range planning for school facilities in order to address changes in student enrollment, teacher housing needs, and in the district's educational program needs. The Superintendent or designee shall develop, for Board approval, a master plan for district facilities which describes the district's anticipated short- and long-term facilities needs and priorities.

Plan Development

The district's facilities master plan shall be based on an assessment of the condition and adequacy of existing facilities, a projection of future enrollments, and alignment of facilities with the district's vision for the instructional program.

To solicit broad input into the planning process, the Superintendent or designee may establish a facilities advisory committee consisting of staff, parents/guardians, and business, local government, and other community representatives. ~~He/she also~~ The Superintendent or designee shall ensure that the public is informed of the need for construction and modernization of facilities and of the district's plans for facilities.

At least 45 days prior to completion of any facilities plan that relates to the potential expansion of existing school sites or the necessity to acquire additional school sites, the Superintendent or designee shall notify and provide copies of the plan or any relevant and available information to the planning commission or agency of the city or county with land use jurisdiction within the district. (Government Code 65352.2)

If the city or county commission or agency requests a meeting, the Superintendent or designee shall meet with the commission or agency within 15 days following the notification. Items that the parties may discuss at the meeting include, but are not limited to, methods of coordinating planning with proposed revitalization efforts and recreation and park programs, options for new school sites, methods of maximizing the safety of persons traveling to and from the site, and opportunities for financial assistance. (Government Code 65352.2)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. In its "Public School Construction Cost Reduction Guidelines, the" SAB recommends that facilities master plans be reevaluated whenever a new construction project is initiated or at intervals not exceeding five years.

The master plan shall be regularly reviewed and updated as necessary to reflect changes in the educational program, existing facilities, finances, or demographic data.

Plan Components

CSBA NOTE: The CDE's publication, "Educational Specifications: Linking Design of School Facilities to Educational Program (Appendix 1)," recommends components that should be addressed in the facilities master plan. Items #1-8 below are optional and may be revised to reflect district practice.

The facilities master plan shall include:

1. A statement of purpose, including district goals, philosophy, and related policies
2. A description of the planning process
3. Demographics of the community, such as economic trends, migration patterns, employment base, residential base, socioeconomic makeup, historical school enrollments, and inventory of physical resources and needs
4. A description of the educational program, such as grade-level organization, class size, staffing patterns, technology plans, special programs and support services, and other educational specifications
5. Analysis of the safety, adequacy, and equity of existing facilities and potential for expansion, including the adequacy of classrooms, school cafeterias and food preparation areas, physical activity areas, playgrounds, parking areas, and other school grounds
6. Site selection criteria and process
7. Development of a capital planning budget and identification of potential funding sources
8. Policy for reviewing and updating the plan

Planning shall ensure that school facilities meet the following minimum standards: (5 CCR 14001)

1. Are aligned with the district's educational goals and objectives
2. Provide for maximum site enrollment at school facilities
3. Are located on a site that meets California Department of Education standards as specified in 5 CCR 14010
4. Are designed for the environmental comfort and work efficiency of the occupants
5. Are designed to require a practical minimum of maintenance
6. Are designed to meet federal, state, and local statutory requirements for structure, fire, and public safety
7. Are designed and engineered with flexibility to accommodate future need

CSBA NOTE: 5 CCR 14030 delineates detailed standards for developing plans for the design and construction of school facilities. All school districts must comply with these standards, whether a project

is state funded or locally funded. Other legal requirements for facilities plans, including Education Code 16011, 16322, and 17251, vary depending on the funding source and type of project.

Pursuant to the Americans with Disabilities Act (ADA) (42 USC 12101-12213) and 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, ~~starting March 15, 2012,~~ all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs pursuant to 28 CFR 35.151, ~~as amended by 75 Fed. Reg. 178.~~ CSBA's ADA Compliance Program offers a variety of accessibility services including, but not limited to, facilities inspections and planning to transition facilities into full ADA compliance.

California Green Building Standards Code, Title 24 CCR 101 et seq. ("CalGreen, Part 11 of the California Code of Regulations, ("CALGreen") establishes both mandatory requirements and voluntary standards for "green" building, which apply to all new construction and are applicable to K-12 schools. ~~CalGreen~~CALGreen addresses five major areas: (1) planning and design, (2) energy efficiency, (3) water efficiency, (4) material conservation and resource efficiency, and (5) indoor environmental quality.

Health and Safety Code 53570-53574, The Teacher Housing Act of 2016, authorizes districts to establish and implement programs that address the housing needs of teachers and district employees facing challenges in securing affordable housing. Pursuant to Education Code 17283.5 and Government Code 4454.5, as added by AB 306 (Ch. 49, Statutes of 2021), residential housing, defined as any building used as a personal residence by a teacher or employee of a district, with the teacher's or employee's family, is specifically exempt from obtaining approval from the Department of General Services for earthquake safety (Field Act) and access by persons with disabilities.

Plans for the design and construction of new school facilities ~~also~~ shall also meet the standards described in 5 CCR 14030, ~~green building standards pursuant to the California Green Building Standards Code, Title 24 CCR 101 et seq.,~~ Part 11 of the California Code of Regulations ("CALGreen"), the Americans with Disabilities Act (ADA) pursuant to 42 USC 12101-12213, and any other requirements applicable to the funding source and type of project.

However, plans for residential housing, which includes any building used or intended to be used by the district as a personal residence by a teacher or employee of the district, is not considered to be a "school building" and does not require approval by the Department of General Services regarding earthquake safety and/or the ADA. (Education Code 17283.5; Government Code 4454.5)

CSBA NOTE: Subject to the availability of funds, districts may apply pursuant to Education Code 17077.40-17077.45 to fund joint use projects which are part of (1) a qualifying new construction project that will either increase the size and/or create extra costs beyond that necessary for school use of the multipurpose room, gymnasium, child care facility, library, or teacher education facility; or (2) a modernization project or a stand-alone project to provide for a multipurpose room, gymnasium, child care facility, library, or teacher education facility at a school that does not have the type of facility needed or has an inadequate facility.

To facilitate the efficient use of public resources when planning for new construction or modernization of school facilities, the district may consider designs that facilitate joint use of the facility with a local governmental agency, public postsecondary institution, or nonprofit organization.

Policy Reference UPDATE Service

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

State	Description
2 CCR 1859-1859.199	Leroy F. Greene School Facilities Act
24 CCR 101	California Building Standards Code
5 CCR 14001	Minimum standards for school facilities
5 CCR 14010	Procedure for site acquisition
5 CCR 14030-14036	Standards, planning, and approval of school facilities
Ed. Code 16011	Long-range comprehensive master plan
Ed. Code 16322	California Department of Education services
Ed. Code 17017.5	Approval of applications for projects
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17251-17256	Powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
<u>Ed. Code 17283.5</u>	<u>School building does not include residential housing</u>
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 17405	Relocatable structures; lease requirements
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
<u>Gov. Code 4454.5</u>	<u>Approval of plans and specifications; exemption of residential housing</u>
Gov. Code 53090-53097.5	Regulation of local agencies by counties and cities
Gov. Code 65352.2	Communicating and coordinating of school sites
Gov. Code 65995.6	School facilities needs analysis
<u>H&S Code 53570-53574</u>	<u>Teacher Housing Act of 2016</u>
Federal	Description
28 CFR 35.101-35.190	Americans with Disabilities Act
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
California Department of Education Publication	Educational Specifications: Linking Design of School Facilities to Educational Program, 1997
California Department of Education Publication	Guide for the Development of a Long-Range Facilities Plan, 1986
California Department of Education Publication	Schools of the Future Report, September 2011
CSBA Publication	Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, September 2009 <u>February 2010</u>
CSBA Publication	Facilities Master Planning, Fact Sheet, November 2007

Office of Public School Construction
Publication
Office of Public School Construction
Publication
State Allocation Board Publication
Website
Website
Website

School Facility Program Handbook, January 2019 ^{CONSENT H}
~~An~~ [A Brief Overview of the State School Facility Programs, rev. October 2011 \[Program, May 2016\]\(#\)
Public School Construction Cost Reduction Guidelines, 2000
Department of General Services, Office of Public School
Construction
California Department of Education
CSBA](#)

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.1	Uniform Public Construction Cost Accounting Procedures
3311.3	Design-Build Contracts
3470	Debt Issuance And Management
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3511.1	Integrated Waste Management
3511.1	Integrated Waste Management
3514	Environmental Safety
3514	Environmental Safety
PGUSD	

3517	Facilities Inspection
3517-E(1)	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
5030	Student Wellness
5141.7	Sun Safety
5142	Safety
5142	Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6117	Year-Round Schedules
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6145.2	Athletic Competition
6145.2	Athletic Competition
6163.1	Library Media Centers
6178	Career Technical Education
6178	Career Technical Education
7000	Concepts And Roles
7111	Evaluating Existing Buildings
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7150	Site Selection And Development
7150	Site Selection And Development
7160	Charter School Facilities
7160	Charter School Facilities

7210

Facilities Financing

CONSENT H

7212

Mello-Roos Districts

7213

School Facilities Improvement Districts

7214

General Obligation Bonds

7214

General Obligation Bonds

9000

Role Of The Board

Policy 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 02/01/1999 | **Last Revised Date:** ~~03/09/01/2002~~ 03/09/01/2022 | **Last Reviewed Date:** ~~03/09/01/2002~~ 03/09/01/2022

CSBA NOTE: Education Code 17070.10-17077.10 ~~sets~~ sets forth eligibility requirements for the receipt of state facilities funds under the Leroy F. Greene School Facilities Program Act of 1998 (Proposition 1A). As a condition for receipt of the funds, Education Code 17070.50 requires districts to obtain written approval from the California Department of Education (CDE) and certify to the State Allocation Board that the district's site selection and building plans comply with the regulations developed by ~~the department~~ CDE, pursuant to Education Code 17251(b) and (c). In addition, Education Code 17070.50 requires the district to certify that the services of an architect, a structural engineer, or other design professional has been selected using a competitive process consistent with Government Code 4526. See BP/AR 7140 - Architectural and Engineering Services.

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

CSBA NOTE: Pursuant to Education Code 17211, districts are required to ensure that property acquired for a new school or an addition to an existing school site meets standards for school site selection as specified in 5 CCR 14010-14012.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property ~~at a public hearing~~ using state site selection standards: (Education Code 17211 specified in 5 CCR 14010 or, if a district advisory committee was appointed to evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251))

Environmental Impact Investigation for the Site Selection Process

CSBA NOTE: Pursuant to Public Resources Code 21082, districts are mandated to adopt procedures for the evaluation of all projects (beyond just site selection) and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act (CEQA). In order to satisfy this mandate, the district may either (1) adopt the actual CEQA guidelines, as applicable, as its own procedure; (2) adopt the county or city guidelines, (3) or develop its own procedure. In most cases, the district's environmental investigation will conclude with a simultaneous public review of both the environmental documentation and, if applicable, the Department of Toxic Substance Control (DTSC) documents.

Pursuant to Public Resources Code 21092 and 21092.2, as amended by AB 819 (Ch. 97, Statutes of 2021), when CEQA requires a draft environmental impact report, environmental impact report, negative declaration, or mitigated negative declaration (including a public review documents), the district is required

to post on its web site those environmental review documents, and public notice of the preparation and availability of such documents. The district must email specified notices when written requests for notices have been filed. See Exhibit 1113-District and School Web Sites and the accompanying administrative regulation.

The following paragraph provides for the use of CEQA guidelines for the evaluation of all projects, including site selection. Districts that have adopted the city/county guidelines or their own procedure should modify the paragraph accordingly.

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act ~~whenever so required.~~ , including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

CSBA NOTE: In 82 Ops.Cal.Atty.Gen. 130 (1999), the Attorney General opined that a district may construct a school on land designated by a county ordinance for "agricultural, open space or rural land use." However, the Board must, by a two-thirds vote pursuant to Government Code 53094, render the ordinance inapplicable to the proposed use of the property. See 9323.2 - Actions by the Board. The exemption can be blocked only by a court determination that the action was "arbitrary and capricious."

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

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State	Description
14 CCR 15000-15285	<u>Implementation of California Environmental Quality Act of 1970</u>
5 CCR 14001-14036	<u>Minimum standards California Department of Education: school facilities construction</u>

CCP: 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district ^{CONSENT H}
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	<u>School Sites: General provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	<u>CDE Powers</u> concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re: management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources

Attorney General Opinion

Website

Website

Website

Website

Website

Description

82 Ops.Cal.Atty.Gen. 130 (1999)

Department of General Services, Office of Public School Construction

California Department of Education, School Facilities

California Department of Education, School Site Selection and Approval Guide

Department of Toxic Substances Control

Governor's Office of Planning and Research

Cross References

Code

1113

1220

Description

District and School Web Sites (BP/AR/E(1))

Citizen Advisory Committees

1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Regulation 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 11/01/2000 | **Last Revised Date:** ~~03/09/01/2006~~ 2022 | **Last Reviewed Date:** ~~03/09/01/2006~~ 2022

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

CSBA NOTE: Education Code 17212.2, as added by AB 2485 (Ch. 505, Statutes of 2004), authorizes the district to request information from the following entities in order to evaluate the safety of a proposed site.

4. ~~As necessary,~~ Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.

CSBA NOTE: Pursuant to Public Resources Code 21092, 21092.2, 21092.3, and 21152, as amended by AB 819 (Ch. 97, Statutes of 2021), districts are required to (1) post specified notices to the district's web site, (2) submit a notice of determination or notice of exemption with the county clerk electronically, if that option is offered by the county clerk, and (3) file an environmental notice with the Office of Planning and Research using their online process.

6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law: including posting required notices to the district web site. (Public Resources Code 21000-21177)

CSBA NOTE: AB 1358 (Ch. 229, Statutes of 2005) amended Education Code 17215 to require notification to the California Department of Education (CDE) if the district is leasing a site near an airport.

7. ~~If~~ Notify the California Department of Education in writing before acquiring title or leasing the site if the proposed site is within two miles of the air line of an airport runway or proposed runway; before acquiring title to or leasing the site, notify the California Department of Education in writing. (Education Code 17215)

CSBA NOTE: Education Code 17213 prohibits the approval of a school site within 500 feet from the freeway or other busy traffic corridor, unless the district performs an air quality analysis as specified in law.

8. ~~If~~ Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor, ~~conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213~~ and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

CSBA NOTE: Pursuant to Education Code 17213.1, ~~both~~ Both a Phase I environmental assessment and a preliminary endangerment assessment, if necessary, must be conducted pursuant to Education Code 17213.1 to determine whether a release of hazardous materials has occurred, as provided in ~~item~~ Item #1 below. The district must submit these documents to the CDE and the Department of Toxic Substance Control (DTSC) for review. If hazardous substances are disclosed, Education Code 17213.1 authorizes DTSC to order the district to complete certain "response actions" prior to securing state funding.

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

2. ~~Annually submit a~~ Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

CSBA NOTE: The Office of Public School Construction recommends that districts consult with legal counsel to ensure compliance with the disabled veteran provisions of ~~item~~ Item #4 below.

4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State

14 CCR 15000-15285

Description

Implementation of California Environmental Quality Act of 1970

5 CCR 14001-14036
PGUSD

Minimum School Facilities Construction; general standards
Regular Meeting of May 18, 2023

CCP: 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district ^{CONSENT H}
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	General <u>School Sites; general provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	Powers <u>CDE powers concerning buildings and building sites</u>
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties re: management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970

Management Resources

Attorney General Opinion	Description 82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education, School Facilities
<u>Website</u>	<u>Department of Toxic Substances Control</u> (https://dtsc.ca.gov/)
<u>Website</u>	<u>Governor's Office of Planning and Research</u> (https://opr.ca.gov/ceqa/)

Cross References

Code	Description
<u>1113</u>	<u>District and School Web Sites (BP/AR/E(1))</u>
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees

1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Bylaw 9100: Organization

Status: ADOPTED

Original Adopted Date: 09/01/1992 | **Last Revised Date:** ~~07~~09/01/2015 2022 | **Last Reviewed Date:** ~~07~~09/01/2015 2022

CSBA NOTE: Pursuant to Education Code 35143, as amended by AB 486 (Ch. 666, Statutes of 2021), the Governing Board is required to set and hold an annual organizational meeting, in the manner described below, prior to the end of each calendar year. If the Board fails to select a day and time for the meeting, the County Superintendent of Schools must designate and notify all Board members and members-elect of the day and time of the meeting. A city board of education whose members are elected in accordance with a city charter may, by a rule of its board, establish a different timeline for setting the annual meeting and revise the following paragraph accordingly.

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from days following the date upon which a Board member elected at that second Friday in December after the regular election takes office. During non-election all other years, the meeting shall may be held within the same 15-day period on the calendar: any date in December, but no later than December 20th. (Education Code 35143)

CSBA NOTE: Unless otherwise provided by rule of the Board, the following paragraph is required pursuant to Education Code 35143: as amended by AB 486.

~~The day and time of the annual meeting shall be selected by~~ During any year in which a regular election is conducted, the Board, at ~~its~~ the regular meeting held immediately prior to the ~~first~~ second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the ~~15-day period~~ organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

CSBA NOTE: The following items should be modified to reflect district practice. Education Code 35022 requires all boards with five or more members to elect a president. Education Code 35143 requires the election of a clerk and a president for high school, union high school, and joint union high school districts. City boards of education are required to elect only a president or a president and vice president, and all other types of districts are required to elect a clerk. For more information about election of officers, see the section "Election of Officers" below.

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures

CSBA NOTE: Item #4 below promotes the adoption of a Board calendar to ensure the scheduling of important governance matters such as evaluation of the Superintendent, Board self-evaluation, budget meetings, goal setting, and policy and program reviews.

- 4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
- 5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

CSBA NOTE: Item #6 below is recommended by CSBA through its governance trainings, including the Masters in Governance program.

- 6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

Election of Officers

CSBA NOTE: Option 1 below is for districts that rotate offices so that each Board member has the opportunity to become president, while Option 2 is for districts that each year elect their entire slate of officers. The following options should be revised to reflect the sequence of offices used in the district.

OPTION 1: ~~The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.~~

OPTION 1 ENDS HERE

OPTION 2: The Board shall each year elect its entire slate of officers.

OPTION 2 ENDS HERE

CSBA NOTE: The following optional sentence may be used with Option 2.

~~No Board member shall serve more than _____ consecutive year(s) in the same office.~~

CSBA NOTE: The following sentence may be used by all districts regardless of the option selected above. The California Attorney General has disapproved secret ballot voting in open meetings, as well as the casting of mail ballots (68 Ops.Cal.Atty.Gen. 65, 1985). As long as they do not use secret ballots, boards may elect their officers in any way they choose.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Policy Reference UPDATE Service
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Policy Reference Disclaimer:

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State	Description
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35145	Public meetings
Ed. Code 5017 PGUSD	Term of office Regular Meeting of May 18, 2023

Management Resources

Attorney General Opinion

Attorney General Opinion

Description

59 Ops.Cal.Atty.Gen. 619; ~~621-622~~ (1976)

68 Ops.Cal.Atty.Gen. 65 (1985)

Cross References

Code

9000

9005

9121

9123

9140

9223

9224

9230

9240

9320

9323

Description

Role Of The Board

Governance Standards

President

Clerk

Board Representatives

Filling Vacancies

Oath Or Affirmation

Orientation

Board Training

Meetings And Notices

Meeting Conduct

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services with Peninsula Sports, Inc. at Pacific Grove Middle School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. and Pacific Grove Middle School (PGMS) to provide scheduling of the referees for the 2023-2024 school year.

BACKGROUND:

For the past 22 years, Peninsula Sports, Inc. has provided the scheduling of referees for PGMS sports activities (volleyball, soccer, and basketball).

INFORMATION:

The firm currently provides the only opportunity for referees at our games.

FISCAL IMPACT:

The total contract for the middle school is not to exceed \$1200 and is paid for by PGMS After-School Athletics budget.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Peninsula Sports Inc.

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE Athletics Budget 01-0000-0-1110-4200-5800-00-005-8000-0720

AGREEMENT TOTAL AMOUNT \$1200

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Peninsula Sports Inc.** (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **Scheduling Specialist**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **schedule referees for Pacific Grove Middle School scheduled league volleyball, soccer, and basketball games for 2023-2024 school year.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2023**, and will diligently perform as required and complete performance by **6/1/2024**.
3. **Compensation.** District agrees to pay **\$1200** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$1200** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Peninsula Sports Inc.
 Address: 1732 Fremont Blvd. Suite 200B
 City/State/Zip: Seaside, CA 93955
 Business Phone: 831-241-1101
 Email (Optional): tom@psirefs.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

Corporation, State

Individual

Partnership

Limited Liability Company

Sole Proprietorship

Limited Partnership

Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Sean Roach

Title: Principal

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____

Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services with Premier Studios at Pacific Grove Middle School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios of California and Pacific Grove Middle School (PGMS) to provide photography services for the 2023-2024 school year.

BACKGROUND:

Premier Studios has provided photography services for over 16 years with PGMS.

INFORMATION:

Premier Studios will provide school pictures, IDs, student of the month pictures, sports pictures, 8th grade Panorama and Promotion pictures for the 2023-2024 school year, at no charge.

FISCAL IMPACT:

There is no fiscal impact for this service to the school or district. Premier Studios collects payment from the families who choose to purchase the photo packages directly from the company (reasonable prices). The Student of the Month photos are free of charge to those families whose students are chosen for Student of the Month.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Premier Studios

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE N/A

AGREEMENT TOTAL AMOUNT \$0

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Premier Studios** (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **photographer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **photograph school picture day/retakes, sports pictures, student of the month pictures, and 8th grade Promotion pictures.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2023**, and will diligently perform as required and complete performance by **6/1/2024**.
3. **Compensation.** District agrees to pay **\$0** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$0** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Premier Studios
 Address: 4746 W. Jennifer Ave. #101
 City/State/Zip: Fresno, CA 93722
 Business Phone: 559-274-9231
 Email (Optional): premierstudios@comcast.net

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Sean Roach
Title: Principal
Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for services with Parchment Services for Pacific Grove High School for July 1, 2023-June 30, 2024

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Lito M Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Parchment Services for Pacific Grove High School for July 1, 2023-June 30, 2024.

BACKGROUND:

The high school registrar currently completes approx. 400 transcripts per year. Colleges use these to verify student grades and course completion.

INFORMATION:

Many colleges prefer digital transcripts. Parchment Services offers the ability for students to log on and request transcripts be sent to the institution of their choice. The service gives all current students unlimited transcript requests at no cost. Alumni will be able to utilize the service at a cost of \$4.40 per transcript. We will be entering into a new 1 year amendment for 2023-2024 School Year.

FISCAL IMPACT:

\$2365 per year to be paid through Site Funds.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Parchment LLC

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY [Lito M. García](#), Principal

FUNDING SOURCE 01-0000-0-1110-2700-5800-00-006-7205-0720

AGREEMENT TOTAL AMOUNT \$2365

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Parchment LLC ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a *contractor*. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: "Services provided per the Agreement attached hereto and made a part hereof."
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023 . and will diligently perform as required and complete performance by June 30 , 2024

3. **Compensation.** District agrees to pay \$2365 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2365 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the

United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Parchment LLC
435 Hillcrest Avenue	Address: 7001 N Scottsdale Road, Ste 1050
Pacific Grove, CA 93950	City/State/Zip: Scottsdale/AZ/85253
ATTENTION: Joshua Jorn	Business Phone:
Assistant Superintendent/CBO	Email (Optional): contracts@parchment.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District

- Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
- No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
 Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
 Name: [Manager]
 Title: [Title]
 Date: _____

Signature: _____
 Name: _____
 Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
 Signature _____ Date _____
 Director of Human Resources



Amendment #2 Between Pacific Grove High School and Parchment LLC

This Amendment #2 is made as of the date last signed below ("**Effective Date**"), by and between Pacific Grove High School ("**Member**"), located at 615 Sunset Drive, Pacific Grove, California 93950, and Parchment LLC ("**Parchment**"), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

A. Member and Parchment entered into an agreement for the Parchment District Records Services (f/k/a as Parchment Send: K12) 05/24/2019 (collectively, the "**Agreement**").

B. Accordingly, Member and Parchment wish to renew Parchment District Records Services and amend the Agreement with the following terms.

1. **Parchment Award District Records Services (f/k/a Parchment Send K12): Renewal Term.** The current renewal term of the Agreement expires on 06/30/2023. Member and Parchment agree to renew the Parchment Award District Records Services provided pursuant to the Agreement for an additional one (1) year term, commencing on 07/01/2023 and terminating on 06/30/2024 (the "Renewal Term"), at which point the parties may agree in writing to further renewal terms.

2. **Parchment Award District Records Services Request Fees.** During the Renewal Term, Member agrees to pay an annual subscription fee of **\$2365** for the Renewal Term.

The annual subscription fee covers Electronic and Print fulfillment of unlimited Credential requests for up to 1000 Currently Enrolled Credential Owners, as set forth in the Agreement to Credential Recipients. The annual subscription fees above include electronic delivery of the Credential and/or USPS domestic paper delivery.

3. **Payment Terms.** Parchment will invoice Member for the subscription fee annually in advance and all invoiced amounts are due within thirty (30) days of receipt of invoice.

4. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #2, the terms of this Amendment #2 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #2 may be executed in digital counterparts.

Parchment LLC	Pacific Grove High School
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability, and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: District Vehicles Surplus

DATE: May18, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the surplus and disposal of four (4) district fleet vehicles and one (1) school bus.

BACKGROUND:

Measure D Series A included funding to replace four (4) district fleet vehicles. The new vehicles have arrived and are now in service. The older vehicles are no longer needed.

In addition to the four (4) district fleet vehicles, school bus number #6 was red tagged (deemed out of service) by the California Highway Patrol (CHP) due to rust. The cost of repairs to remedy the rust issue will exceed the value of the school bus.

INFORMATION:

Due to the older vehicles being beyond their useful life with no significant resale value, the four (4) district fleet vehicles be sold to a local auto salvage yard. The initial estimate offered for the four (4) district fleet vehicles is \$1,226.00.

An attempt to sell the school bus for approximately \$1,000 has been made on Govdeals.com. If it does not sell, the bus will be disposed of at a scrap metal recycler.

See the attached PGUSD Surplus Discard Approval Form for reference.

FISCAL IMPACT:

Any funds recovered from the disposal of these vehicles will be returned to the Transportation Fund.

PGUSD Surplus Discard Approval Form

Description/Make <i>(brand name & type of equipment)</i>	Reason for Discard	Working <i>Yes or No</i>	Month/Year Purchased	Last Function	License Plate Number	Model/Serial Number
Chevrolet S10 Pickup Truck	Beyond Useful Life	NO	1994	Delivery Truck	1073054	1GCCS14W5R8161356
Dodge Ram 1500 Van	Beyond Useful Life	Yes	2001	Utility Van	956056	287HB11XX1K546819
Dodge Ram 1500 Van	Beyond Useful Life	Yes	2002	Utility Van	1146743	2D7HB11X23K502211
Dodge Ram 1500 Van	Beyond Useful Life	Yes	2001	Utility Van	956055	2B7HB11X81K546818
Thomas	Rust (Red Tagged by CHP)	Yes	2000	School Bus	1053608	1T7HT4B26Y1085273

Pacific Grove Unified School District School/Site _____ District Office/MOT _____ Page 1 of 1

Jon E. Anderson
PRINT NAME OF PERSON COMPLETING FORM


ADMINISTRATOR'S SIGNATURE

5/1/2023
DATE

*** Do not write below this line***

Site Library Approval N/A	District Tech Approval N/A	Maintenance & Ops Approval 	Business Office Approval 	Board Approval
----------------------------------	-----------------------------------	--	---	----------------

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Surplus Furniture and Electronic Equipment Discard

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the discard of surplus furniture and electronic equipment.

BACKGROUND:

The surplus items are no longer being used or are outdated.

INFORMATION:

As noted above the items are no longer being used or are outdated. Additionally, we have purchased other items and need the room.

FISCAL IMPACT:

There is no fiscal impact.

Check all that apply: ELECTRONIC EQUIPMENT FURNITURE SUPPLIES FIXTURES
NOT TO BE USED FOR TEXTBOOKS

Description/Make <i>(brand name & type of equipment)</i>	Reason for Discard	Quantity	Working <i>Yes or No</i>	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Seria l Number
<i>(sample)</i> Dell TX240 Server	Outdated		yes	1/2000	Office computer	000078943	VX-2652H
Bookshelf	Not being used	4	yes	Don't Know	Classrooms		N/a
Sanyo DVD player	Outdated	1	no	2015	English Classroom		J38533530
Dell Desktop	Outdated	2	no	Don't Know	English Classroom		04G481
Dell Server	Outdated	2	no	07/2015	English Classroom		IXJKS52
Tall cabinet	Broken	1	no	Don't Know	Shop Room		N/a
Storage table/cabinet	Not being used	1	yes	Don't Know	Shop Room		N/a
lab table	Not Being used	2	yes	Don't Know	Science Classroom		N/a
Storage table with sink	Not Being used	1	yes	Don't Know	Science Classroom		N/a
Podium	Not Being used	1	yes	Don't Know	Science Classroom		N/a
Sony TV	Outdated	1	no	11/1999	Science Classroom		6010802

Luciana Morgan
PRINT NAME OF PERSON COMPLETING FORM


ADMINISTRATOR'S SIGNATURE

5.4.23
DATE

*** Do not write below this line***

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval

8/12/2021

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Memorandum of Understanding with North Monterey County Unified School District for Independent Study

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2023-2043 Memorandum of Understanding (MOU) with North Monterey County Unified School District (NMCUSD) for Independent Study.

INFORMATION:

For many years the district has housed the Independent Study Program which is under the direction of North Monterey County Unified. This program currently meets in Room E-3 at the David Avenue site. The lease payment is \$1 per year, plus \$100 per month for custodial services. In return for the nominal lease agreement, Pacific Grove students who wish to attend an independent study program may attend theirs by applying for an inter-district transfer. There are currently no PGUSD students expected to attend Independent Study at this time for the 2023-24 school year.

FISCAL IMPACT:

None

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT**

A. PURPOSE

The purpose of this Memorandum of Understanding ("Agreement") is to establish and document a relationship between Pacific Grove Unified School District (PGUSD) and North Monterey County Unified School District (NMCUSD), hereinafter collectively referred to as the ("Parties"), for the purpose of creating an Agreement to benefit students in the NMCUSD Independent Study Program, The NMCUSD Independent Study Program agrees to accept students from PGUSD who meet the requirements agreed upon by both parties.

B. FACILITIES

For the purposes of this AGREEMENT, the Facility is identified as Classroom #E-3 at the David Avenue School, 1004 David Avenue, Pacific Grove, CA 93950.

C. AGREEMENT TERM

The Agreement term shall be July 1, 2023, through June 30, 2024.

D. AGREEMENT DEPOSIT AND PAYMENT

For use of the Facilities, NMCUSD will pay to PGUSD a deposit in the amount of \$1,000 and a payment in the amount of \$1 per year.

In addition, NMCUSD will pay PGUSD \$100 per month for custodial support.

E. USE OF FACILITIES

NMCUSD accepts full responsibility for the use of the Facilities during the term of this Agreement. PGUSD understands only that NMCUSD proposes to conduct an independent study program within the Facilities and PGUSD takes no responsibility for said operation.

F. FACILITIES CONDITION

NMCUSD accepts the condition of the Facilities as is.

G. TERMINATION

If it should be necessary in the PGUSD's estimation that Facilities described in Agreement be utilized solely for PGUSD's purpose, this Agreement is subject to cancellation with a 90-day notice by either party prior to the expiration of the Agreement. Either party must give a 90-day notice to renew the Agreement. If renewed, the Agreement shall continue under the same conditions as agreed upon in the prior year term.

H. AUTHORIZED REPRESENTATIVES

Correspondence and communication regarding this agreement and use of the Facilities shall be conducted only through authorized representatives of PGUSD and NMCUSD and shall not be delegated to persons who are not employees of PGUSD or NMCUSD.

I. INDEMNIFICATION

NMCUSD shall defend, indemnify, and hold harmless PGUSD and its agents, representatives, officers, Lessees, employees, Board of Trustees, members of the Board of Trustees (collectively, the "Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of Lessees) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of NMCUSD, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Lessee Parties") in the performance of or failure to perform NMCUSD's obligations under this Agreement, including, but not limited to NMCUSD use of PGUSD sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to PGUSD or the PGUSD Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against PGUSD by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against PGUSD alleging civil rights violations by NMCUSD under the California Fair Employment and Housing Act ("FEHA")

J. INSURANCE

North Monterey County Unified School District shall at its sole cost and expense, procure and maintain throughout the term of this Agreement possess general liability insurance and property and casualty insurance during the performance of the Agreement.

1. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$2,000,000 combined single limit for Bodily Injury and Property Damage.
2. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$2,000,000.
3. Comprehensive Automobile Liability with limits not less than \$2,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and

hired vehicles.

North Monterey County Unified School District shall notify Pacific Grove Unified School District at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Title: _____

NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Title: _____

- | | |
|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Memorandum of Understanding with the City of Pacific Grove for Expanded Learning Opportunities Summer Camp Program

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the attached Memorandum of Understanding (MOU) between PGUSD and the City of Pacific Grove for the Expanded Learning Opportunities (ELOP) Summer Camp Program.

BACKGROUND:

As a part of the 2022-23 Approved Budget by Governor Newsom, Districts received one-time funds for the Expanded Learning Opportunities Program (ELOP). PGUSD received \$340,133 to implement the program over FY2022-23 and FY2023-24.

The allowable use of funds:

- For at least 30 non-school days, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day

INFORMATION:

The District shall have joint use of all Facilities associated with the City’s Summer Camp Program for the District’s expansion of the program known as Expanded Learning Opportunities Summer Camp Program.

The District will offer the program to 60 the unduplicated pupil population in grades TK-6, children 5 to 12 years of age.

The Expanded Learning Opportunities (ELOP) Summer Camp Program will be held at Robert H. Down Elementary School, and the dates of operation are Monday through Friday, June 5 through July 28, from 8 a.m. until 5 p.m. Camp will be closed for the Fourth of July holiday.

FISCAL IMPACT:

ELOP Resource 2600, \$103,680

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND THE CITY OF PACIFIC
GROVE**

This Memorandum of Understanding ("Agreement") is entered into between the Pacific Grove Unified School District ("District") and The City of Pacific Grove ("City") for the establishment of an Expanded Learning Opportunities Summer Camp Program located at the Pacific Grove Youth Center, 302 16th Street Pacific Grove, CA 93950 (the "Youth Center"), Robert Down Elementary School, 485 Pine Ave., Pacific Grove, CA 93950 (the "RHD"), and the Pacific Grove Community Center, 515 Junipero Ave, Pacific Grove, CA 93950 (the "Community Center"). Together, the sites listed in will be known as (the "Facilities"). Together, the District and the City are referred to herein as the "Parties."

WHEREAS, the Community Recreation Act (California Education Code sections 10900 through 10914.5) authorizes school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the California Civic Center Law (California Education Code sections 38130-38138) establishes a civic center at every school for use by citizens for a variety of purposes, including recreation; and

WHEREAS, the District is the owner of real property, including facilities and Active Use Areas that are capable of being used for community recreational purposes; and

WHEREAS, the City is the owner of real property, including facilities and Active Use Areas that are capable of being used for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, California Education Code section 10905 authorizes the governing bodies of any two or more public authorities may cooperate with each other to enter into agreements to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community.

A. Term: The Term of this MOU shall be for the period **June 1, 2023 through August 30, 2023.**

B. Fees: The District shall pay for all PGUSD students recruited by the District for the Expanded Learning Opportunities (ELOP) Summer Camp Program. All fees associated with District’s ELOP City program will be paid at the rate of \$216/child per week for up to 60 students for the 8 week program. The District will set up payment directly to the City, totaling \$103,680 for the Districts Expanded Learning Opportunities Summer Camp Program.

Any additional materials and supplies required to support the Districts Expanded Learning Opportunities Summer Camp Program will be billed to the District by its pro rata share of use.

The District payment per student per week shall constitute reimbursement to the City for the additional cost in overhead associated with the increased capacity of the City’s Summer Camp Program to accommodate the Districts Expanded Learning Opportunities Summer Camp Program. The District has agreed to recruit additional Pacific Grove High School Students as chaperones, lifeguards, counselors etc. for the City’s Summer Camp Program, and the District will work directly with the students to fill out the online application required by the City.

C. Use: The District shall have joint use of all Facilities associated with the City’s Summer Camp Program for the District’s expansion of the program known as Expanded Learning Opportunities Summer Camp Program.

The City shall have joint use of all Facilities associated with the District’s Expanded Learning Opportunities Summer Camp Program.

The Facilities will be used to conduct both the City’s Summer Camp Program and the District’s expansion of the program known as Expanded Learning Opportunities Summer Camp Program.

The District will offer their program slots to the unduplicated pupil population in grades TK-6. The District will give the exact number of students enrolled in the program following the District’s lottery to be held prior to May 1, 2023.

D. Termination: This Agreement will be in effect for the fiscal year 2022-2023 and 2023-24, expiring as specified above. Both Parties have a right to terminate the Agreement within (30) days written notice to either party without cause or for any reason.

E. Utilities Services: Gas, electricity and water usage will not be assessed by

either party associated with this Agreement.

F. Waste: All waste associated with the City's Summer Camp Program and the District's expansion of the program known as Expanded Learning Opportunities Summer Camp Program will be isolated to each of the defined Facilities. The District will provide custodial support staff to dispose of all waste at its real property location (RHD), and the City will provide custodial support staff to dispose of all waste at its real property location(s).

G. Nuisance: The District agrees that, in connection with its use of the Facilities, The District will not commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of nearby property.

The City agrees that, in connection with its use of the Facilities, The City will not commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of nearby property.

H. Fingerprinting/Background Checks: All PGUSD Staff from their BASRP Program will be required to be fingerprinted by the District via livescan at their sole expense. All City staff in direct contact with children will be required to be fingerprinted via livescan by the City at their sole expense.

I. Repairs: Outside of the normal Maintenance Obligations provided by the District, the District agrees to maintain all real property owned Facilities in good condition. All repairs and upgrades to the Facilities are at the expense of the District, unless otherwise agreed upon by both Parties.

Outside of the normal Maintenance Obligations provided by the City, the City agrees to maintain all real property owned Facilities in good condition. All repairs and upgrades to the Facilities are at the expense of the City, unless otherwise agreed upon by both Parties.

J. Insurance: The District and the City shall both carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance:

1. Comprehensive General Liability Insurance covering bodily injury and property damage in an amount no less than \$2,000,000 per occurrence, \$2,000,000 aggregate.

2. Comprehensive general liability insurance policy shall be endorsed with the language that "District, its officers and employees", is named as additional insured for all liability arising out of the operations in the performance of this MOU agreement.

3. Comprehensive general liability insurance policy shall be endorsed with the language that "the City, its officers and employees", is named as additional insured for all liability arising out of the operations in the performance of this MOU agreement.

4. The additional insured endorsement must be noted on a separate form which accompanies the Certificate of Insurance (COI).

K. Hold Harmless: The City shall defend, indemnify, and hold harmless the District and its agents, representatives, officers, the District's, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of the District) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of the City, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "the City Parties") in the performance of or failure to perform the City's or the City Parties' obligations under this Agreement, including, but not limited to the City's or the City Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by the City or the City Parties under the California Fair Employment and Housing Act ("FEHA").

The District shall defend, indemnify, and hold harmless the City and its agents, representatives, officers, the City's, employees, Mayor, City Council, members of the City Council (collectively, the "City Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses

(including, but not limited to attorney fees and costs including fees of the City) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of the District, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "the District Parties") in the performance of or failure to perform the District's or the District Parties' obligations under this Agreement, including, but not limited to the District's or the District Parties' use of City sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the City or the City Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against City alleging civil rights violations by the District or the District Parties under the California Fair Employment and Housing Act ("FEHA").

L. Parking: the City shall have access to the parking lots located at the real property Facilities owned by the District during the time the City is using the Facilities.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Title: _____

CITY OF PACIFIC GROVE

By: _____

Date: _____

Title: _____

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract with Leadership Associates for Superintendent Search

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the attached contract from Leadership Associates for conducting a Superintendent search.

BACKGROUND/INFORMATION:

After 16 years of successful leadership, Superintendent Ralph Porras resigned effective June 30, 2023.

The Board selected Leadership Associates as the Districts Superintendent search firm at the May 4th Board Meeting.

FISCAL IMPACT:

General Fund 01, \$19,000



SERVICES AGREEMENT

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
 449 W. Foothill Blvd., #427
 Glendora, CA 91741
 (916) 520-4951

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this 8th day of May 2023 between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and PACIFIC GROVE UNIFIED SCHOOL DISTRICT, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a Superintendent search, as delineated in the attached Summary of Services.

The District agrees to pay the Contractor NINETEEN THOUSAND DOLLARS (\$19,000) for services provided. Payment is to take place in two increments: (1) \$9,500 upon completion of stakeholder input, and (2), \$9,500 upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

Remittance payable/forwarded to: Leadership Associates
 Attn: Betty Hall
 449 W. Foothill Blvd., #427
 Glendora, CA 91741

The Contractor is to perform the above services beginning May 8, 2023.

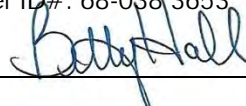
Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
 LEADERSHIP ASSOCIATES
 Taxpayer ID#: 68-038 3653

DISTRICT:
 PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: 

By: _____

Name: Betty Hall

Name: _____

Dept: Fiscal Services

Title: _____

Date: May 8, 2023

Date: _____



FEE AND SUMMARY OF SERVICES

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SUPERINTENDENT SEARCH

TOTAL FEE TO CONDUCT SEARCH: \$19,000 (all-inclusive)

This fee includes:

- All expenses incurred by consultants
- All meetings with the Board
- Development and posting of the position description announcing the position
- Cost of advertising in EdCal (Two consecutive publications)
- Acceptance of applications and responding to all inquiries regarding the position
- Recruitment of candidates and extensive background checks
- Gathering of community and staff input and providing Board with a written report, including online survey
- Coordination of logistics of the search:
 - scheduling appointments
 - notification of unsuccessful candidates
 - scheduling community visit
- Assisting in the development of interview questions and supporting the Board with the interview process
- Assisting the Board's administrative assistant throughout the process with templates, online posting updates and sample agenda language
- Acting as an advisor to the Board of Education
- Assisting the new superintendent and Board through transition and community verification visit, if conducted
- The search is concluded upon Board selection of a Superintendent/Finalist

GUARANTEE

- Should the superintendent leave within two years, Leadership Associates will conduct a search targeted at identifying specific qualified candidates at no cost except for advertising costs and direct expenses provided the Board majority has remained the same and the Board has established first year annual goals for the superintendent.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: American Sign Language Interpreter – ASL Works Interpretation

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services for ASL Works Interpretation – Susie Devergranne for in person American Sign Language interpretation services for the Middle School Promotion Ceremony on May 25, 2023.

BACKGROUND:

This year there is a need to provide ASL Interpretation for the Middle School Promotion Ceremony this year.

INFORMATION:

Services will be provided for the duration of the promotion ceremony event and the duties will be shared with Laura Keen.

FISCAL IMPACT:

\$500.00 to be paid from the SPED budget.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT ASL Works Interpreting Service - Susie Devergranne

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman, Director of Curriculum and Special Projects

FUNDING SOURCE SPED

AGREEMENT TOTAL AMOUNT \$500.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and ASL Works Interpreting Service - Susie Devergranne (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as an American Sign Language Interpreter. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: American Sign Language Interpreter.
2. **Term.** Consultant shall commence providing services under this Agreement on Thursday May 25, 2023, and will diligently perform as required and complete performance by Thursday May 25, 2023.
3. **Compensation.** District agrees to pay \$500.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
- 4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
- 5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
- 6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
- 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the

District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

[Company]

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Susie Devergranne
 Address: 576E Swanton Road
 City/State/Zip: Davenport, CA 95017
 Business Phone:
 Email (Optional): keen_laura@yahoo.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)

[Company]

No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____

Director of Human Resources

- | | |
|--|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: American Sign Language Interpreter – Laura Keen, Sign Language Interpreter

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services for Laura Keen, Sign Language Interpreter for in person American Sign Language interpretation services for the Middle School Promotion Ceremony on May 25, 2023.

BACKGROUND:

This year there is a need to provide ASL Interpretation for the Middle School Promotion Ceremony this year.

INFORMATION:

Services will be provided for the duration of the promotion ceremony event and the duties will be shared with Susie Devergranne.

FISCAL IMPACT:

\$500.00 to be paid from the SPED budget.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Laura Keen Server

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman, Director of Curriculum and Special Projects

FUNDING SOURCE SPED

AGREEMENT TOTAL AMOUNT \$500.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Laura Keen Server (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as an American Sign Language Interpreter. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: American Sign Language Interpreter.
2. **Term.** Consultant shall commence providing services under this Agreement on Thursday May 25, 2023, and will diligently perform as required and complete performance by Thursday May 25, 2023.
3. **Compensation.** District agrees to pay \$500.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District’s Evaluation of Consultant.** The District may evaluate the Consultant’s performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “Consultant Parties”) in the performance of or failure to perform Consultant’s or Consultant Parties’ obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).
12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Laura Keen Server
 Address: PO Box 3748
 City/State/Zip: Santa Cruz, Ca 95063
 Business Phone: 831-227-5461
 Email (Optional): keen_laura@yahoo.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. Type of Business Entity:

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: [Manager]

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____
Director of Human Resources

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract for Services with Document Tracking Services 2023-2024- Documents

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2023-2024 contract for services for Document Tracking Services, documents.

BACKGROUND:

The district has a need to have a centralized system in place for the ongoing monitoring, data population, submission, dissemination, and storage of large-scale district reports and translated documents.

INFORMATION:

Document Tracking Service provides ease of preparation, use, submission, dissemination, and storage of district reports and translated documents by providing online state reporting templates, working document data population, final reporting submission and final report document storage for large state reports such as the Local Control Accountability Plan, School Plans for Student Achievement, and School Accountability Report Cards. Document Tracking Services now also provides written translation and online document storage of translated documents.

FISCAL IMPACT:

\$1,170.00 to be paid from the Curriculum Consultant for the 2023-24 school year. This item was previously budgeted.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Document Tracking Services 2023-24

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman, Director of Curriculum and Special Projects

FUNDING SOURCE 01-0000-0-1110-2130-5800-00-009-1560-0730 Curriculum Consultant

AGREEMENT TOTAL AMOUNT \$1,170.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Document Tracking Services (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as data population and storage of district documents. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: district documents.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by July 1, 2024.
3. **Compensation.** District agrees to pay \$1,170.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,170.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Document Tracking Services
 Address: 6365 Nancy Ridge Drive
 City/State/Zip: San Diego, Ca 92121
 Business Phone: 858-784-0969/858-587-4640
 Email (Optional):

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____
Director of Human Resources

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract for Services with Document Tracking Services 2023-2024- Translation

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2023-2024 contract for services for Document Tracking Services, translation.

BACKGROUND:

The district has a need to have a centralized system in place for the ongoing written translation and storage of translated documents, both large and small scale.

INFORMATION:

Document Tracking Service provides ease of preparation, dissemination, and storage of district translated documents by providing online written translation and online document storage of translated documents.

FISCAL IMPACT:

\$1,000.00 to be paid from the Curriculum Consultant budget for the 2023-24 school year. This item was previously budgeted.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Document Tracking Services 2023-24

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman, Director of Curriculum and Special Projects

FUNDING SOURCE 01-0000-0-1110-2130-5800-00-009-1560-0730 Curriculum Consultant

AGREEMENT TOTAL AMOUNT \$1,000.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Document Tracking Services (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as written translation of district documents. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: written translation of district documents.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by July 1, 2024.
3. **Compensation.** District agrees to pay \$1,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Document Tracking Services
 Address: 6365 Nancy Ridge Drive
 City/State/Zip: San Diego, Ca 92121
 Business Phone: 858-784-0969/858-587-4640
 Email (Optional):

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____
Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services FAST Translation Services 2023-24

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2023-2024 Contract for Services for FAST Translation Service in person and virtual interpretation services via in person and/or virtual meetings for languages other than English.

BACKGROUND:

The district has a need for in-person and virtual verbal interpretation services readily available in Spanish. FAST Services works with our district to provide both in person and virtual interpretation services for parent meetings, parents teacher conferences, SST meetings, 504 meetings, etc. This service allows us to greatly increase the quality of communication with our educational partners.

INFORMATION:

FAST Services is a local agency that utilizes certified interpreters. Their services allow us to conduct parent meetings both in person and virtually district wide that can be interpreted into Spanish, and sometimes other languages.

FISCAL IMPACT:

\$5,000.00 to be paid from the Curriculum Consultant budget (01-0000-0-1110-2130-5800-00-009-1560-0730) for the 2023-24 school year. This item was previously budgeted.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT FAST Translation Services 23-24

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman, Director of Curriculum and Special Projects

FUNDING SOURCE

AGREEMENT TOTAL AMOUNT

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and FAST Translation Services (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as Interpretation Services. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Interpretation.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by July 1, 2024.
3. **Compensation.** District agrees to pay \$5,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$5,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: FAST Translation Services
 Address: 115 Capitol Street
 City/State/Zip: Salinas, Ca 93901
 Business Phone: 424-9811
 Email (Optional):

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____
Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for Services with Language Line 2023-2024

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the 2023-2024 Contract for Services for Language Line verbal interpretation services via phone and/or virtual meeting for languages other than English.

BACKGROUND:

The district has written translation services and in-person and virtual verbal interpretation services readily available in Spanish. Other languages that need translation and interpretation are more challenging to arrange. Contracting with Language Line will offer us an additional pathway of communication with families who speak languages other than English. This service allows us to increase the quality of communication with our educational partners.

INFORMATION:

Language Line is an international company that utilizes certified interpreters and has a local field office in Monterey. Their services will not only allow us to plan for parent meetings but also will provide interpreted phone calls to be made on demand as any need arises district wide. This spontaneous availability of translators is a service that will improve our communication immeasurably with our families who speak languages other than English. The charge will be \$5 per call plus \$1 per minute for the duration of each call.

FISCAL IMPACT:

\$1,500.00 to be paid from the Curriculum Consultant budget (01-0000-0-1110-2130-5800-00-009-1560-0730) for the 2023-24 school year. This item was previously budgeted.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Language Line

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman, Director of Curriculum and Special Projects

FUNDING SOURCE 01-0000-0-1110-2130-5800-00-009-1560-0730 (Curriculum Consultant)

AGREEMENT TOTAL AMOUNT \$1500.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Language Line (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as an Interpretation Service. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Interpretation.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by July 1, 2024.
3. **Compensation.** District agrees to pay \$1,500.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1500.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District’s Evaluation of Consultant.** The District may evaluate the Consultant’s performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “Consultant Parties”) in the performance of or failure to perform Consultant’s or Consultant Parties’ obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).
12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Language Line
 Address: 1 Lower Ragsdale Drive, Building 2
 City/State/Zip: Monterey, Ca 93940
 Business Phone: 800-752-6096
 Email (Optional):

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - X No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

[Company]

W-9 Form

24. Type of Business Entity:

- X Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: [Manager]
Title: [Title]
Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Monterey County Office of Education Agreement for Operation of Regional Program

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and consent to the 2023/2024 Monterey County Office of Education (MCOE) Agreement for Operation of Regional Program.

BACKGROUND:

MCOE provides a special education regional program for all Monterey County school districts to access when highly specialized services or student placements are required according to individual student needs as identified through the Individualized Education Plan (IEP) process. Services rendered are billed to districts through the billback funds transfer process four times a year. The Billback projections shift throughout the school year based on the number of students placed in MCOE programs and/or access specific services referred to as cost centers on the Billback.

INFORMATION:

PGUSD accesses itinerant services for students requiring infant, vision, mobility and orientation, deaf and hard of hearing services. The Regional Agreement gives PGUSD access to possible student placements and related services if required during the 2023/24 school year. PGUSD can access MCOE transportation and rider services when a student is placed in an MCOE program.

FISCAL IMPACT:

\$60,090 Based on 23/24 MCOE budget projection
 Funding Source-Escape District Account Number for Funds Transfer
 *Subject to change based on ever evolving utilization of services



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Monterey County Office of Education, hereinafter referred to as LEA of operation, and the Pacific Grove Unified School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2023 and ending June 30, 2024. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs and who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.

3. Definitions

For the purposes of this Agreement the following definitions shall apply:



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
 - b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.
4. Compliance Assurances
- Each of the SELPA’s participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.
5. Individual Services Agreement
- In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.
6. Responsibilities of the LEA of Operation
- MCOE , as the LEA of operation, shall be responsible for the following:
- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
 - b. Administrative support for the purposes of developing and implementing the regional program;
 - c. Preparation of all required federal, state and local reports, and related accounting services;
 - d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
- f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
- g. Providing for the coordination of investigation and response to compliance and due process complaints; and
- h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.

7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
 - b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
 - c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
 - d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
 - e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.
- #### 8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment, personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student’s IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student’s LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a monthly, quarterly, or semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services.

Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent’s Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.

13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this 18 day of May, 2023

Monterey County Office of Education

Pacific Grove Unified School District

LEA OF OPERATION

LEA OF RESIDENCE

By:

Dr. Deneen Guss

By:

Dr. Ralph Porras

Typed or Printed Name

Typed or Printed Name

Signature

County Superintendent of Schools

Signature

Superintendent of PGUSD

Title

Title

Date

Date

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes 2023-2024

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District (PGUSD) and Carmel Unified School District (CUSD) for the placement of students with disabilities in Special Day Classes for 2023-2024

BACKGROUND:

Carmel Unified School District initially placed students in our Special Day Classes during the 2016/17 school year and would like to continue this partnership in order to expand placement options for their students with special needs.

INFORMATION:

By continuing this MOU with Carmel USD we create economy of scale and offset the cost of operating our special classes. The acceptance of students is on a case by case basis and requires renewal every school year through the IEP process. Inter-district transfer paperwork is not required for placement.

An Individual Service Agreement (ISA) is created for each student that details the cost of tuition, and related services (OT, PT, Speech Therapy) and the cost of extended school year. If a student requires a one to one aide CUSD is responsible to fund the personnel needed. CUSD will provide bus transportation for their students.

FISCAL IMPACT:

Projected Revenue:	
Tuition per student	\$43,260
Tuition ESY	\$5,408
Speech Therapy	\$97.34 an hour
Occupational Therapy	\$97.34 an hour
Physical Therapy	\$97.34 an hour



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District (PGUSD), hereinafter referred to as LEA of operation, and the Carmel Unified School District (CUSD), hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2023 and ending June 30, 2024. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs and who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.

3. Definitions

For the purposes of this Agreement the following definitions shall apply:



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
 - b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.
4. Compliance Assurances
- Each of the SELPA’s participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.
5. Individual Services Agreement
- In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.
6. Responsibilities of the LEA of Operation
- PGUSD , as the LEA of operation, shall be responsible for the following:
- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
 - b. Administrative support for the purposes of developing and implementing the regional program;
 - c. Preparation of all required federal, state and local reports, and related accounting services;
 - d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;



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Regional Collaboration for Student Success

- e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
- f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
- g. Providing for the coordination of investigation and response to compliance and due process complaints; and
- h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.

7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
 - b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
 - c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
 - d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
 - e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.
- #### 8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment, personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a monthly, quarterly, or semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services.

Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent’s Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.

13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.



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Regional Collaboration for Student Success

No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party’s governing board as set forth below.

Executed this 18 day of May, 2023

Pacific Grove Unified School District

Carmel Unified School District

LEA OF OPERATION

LEA OF RESIDENCE

By:

By:

Dr. Ralph Porras

Dr. Ted Knight

Typed or Printed Name

Typed or Printed Name

Signature

Signature

Superintendent

Superintendent

Title

Title

Date

Date

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for services with SNS Interpreting-Sign Language Interpreter

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Sharon Neumann Solow MA, CSC, SC:L, to provide sign language interpretation as needed for students and families.

BACKGROUND:

PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support for individuals who require sign language interpretation.

INFORMATION:

Sharon Neumann Solow will provide sign language interpretation services as needed for meetings, teacher conferences and school events.

FISCAL IMPACT:

\$250 an hour, not to exceed 16 hours, totaling \$4000
School Funding Source: Unrestricted Contracts Pupil Services

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Sharon Neumann Solow, MA, CSC, SC:L

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Director of Student Services

FUNDING SOURCE 01-6500-0-5750-1180-5800-00-000-2375-0740

AGREEMENT TOTAL AMOUNT Up to \$4000

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Sharon Neumann Solow, MA, CSC, SC:L** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as an American Sign Language interpreter. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **sign language interpretation services as needed for meetings, teacher conferences and school events.**
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay **Up to \$4000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Up to \$4000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 7.3.1. Material violation of this Agreement by the Consultant; or
- 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
- Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Sharon Neumann Solow, MA, CSC, SC:L
 Address: 1184 Arroyo Dr
 City/State/Zip: Pebble Beach, CA 93953
 Business Phone: 831-224-4559
 Email (Optional): SNSBear@gmail.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Clare Davies, Director of Student Services
Title: Director of Student Services
Date: _____

Signature: _____
Name: Sharon Neumann Solow
Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract for services with F.A.S.T. Translations

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with F.A.S.T. Translations.

BACKGROUND:

Student Services needs to continue to provide translation services to parents and guardians in languages other than English.

INFORMATION:

By providing translators for parents and guardians speaking languages other than English, they will be able to fully participate in parent teacher conferences, 504 and IEP meetings.

FISCAL IMPACT:

Up to \$6,000

School Funding Source: Student Services

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT FAST Services

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Director of Student Services

FUNDING SOURCE 01-6500-0-5750-1180-5800-00-000-2375-0740

AGREEMENT TOTAL AMOUNT Up to \$6000

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **FAST Services** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as an interpreter for meetings. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **interpretation and translation of IEP meetings, 504 meetings, and parent conferences.**
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay **Up to \$6000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Up to \$6000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
- 4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
- 5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
- 6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
- 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
 Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: FAST Services
 Address: 115 Capitol Street
 City/State/Zip: Salinas, CA 93901
 Business Phone: 831-424-9811
 Email (Optional): translations@fast-services.net

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant’s Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Clare Davies, Director of Student Services

Title: Director of Student Services

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____

Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract with The Bay School, Non-Public School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board consent to the placement of a student at The Bay School, Non-Public School for tuition and services for a student placed through the IEP process.

BACKGROUND:

At times, students may need educational programs that are not available within the public schools. Their IEP teams, with parental consent, may place students into a state certified nonpublic day school. The Monterey County Special Education Local Plan Area (SELPA) holds the Master Contract with The Bay School for all county districts that may require placement of a student.

INFORMATION:

As per the student’s Individualized Education Plan, the student requires continued placement at The Bay School in order to provide and support the student’s needs. As per the Master Contract, The Bay School will issue an Individual Service Agreement (ISA) detailing cost of tuition and services for the 23/24 school year. Attached you will find the 22/23 School Year ISA for your reference.

FISCAL IMPACT:

\$135,914.97 based on projected rates
Previously budgeted Special Education contracts

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT The Bay School, NPS

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Director of Student Services

FUNDING SOURCE 01-6500-0-5750-1180-5800-00-000-2300-0740

AGREEMENT TOTAL AMOUNT \$135,914.97 for tuition and services

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and The Bay School, NPS ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a [Keywords]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [Category].
2. **Term.** Consultant shall commence providing services under this Agreement on Click or tap to enter a date., and will diligently perform as required and complete performance by Click or tap to enter a date..
3. **Compensation.** District agrees to pay \$135,914.97 for tuition and services to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$135,914.97 for tuition and services during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: The Bay School, NPS
 Address: [Company Address]
 City/State/Zip: Click or tap here to enter text.
 Business Phone: [Company Phone]
 Email (Optional): [Company E-mail]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant’s Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Clare Davies, Director of Student Services

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____

Director of Human Resources

**INDIVIDUAL SERVICES AGREEMENT
FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)**

This agreement is effective on July 1st, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

LOCAL EDUCATION AGENCY (LEA)

Street Address: 435 Hillcrest Ave.
 City, State, Zip: Pacific Grove, CA 96950
 Contact Name (Program): Clare Davies
 Phone: 831-646-6523
 Email: cdavies@pgusd.org
 Fax: _____
 Contact Name (Business): Sara Birkett
 Phone: 831-646-6524
 Email: sbirkett@pgusd.org
 Fax: _____

NONPUBLIC SCHOOL/AGENCY

Street Address: 1026 Capitola Road
 City, State, Zip: Santa Cruz, CA 95062
 Contact Name (Program): Andrea Gold
 Phone: 831-462-9620 x212
 Email: agold@thebayschool.org
 Fax: 831-462-9616
 Contact name (Business): Gilbert Arias
 Phone: 831-462-9620 x310
 Email: garias@thebayschool.org
 Fax: 831-462-9616

STUDENT INFORMATION

Student: _____ Date of Birth: _____ Age: _____
 Grade: _____ SSID Number: _____ Student Identification Number: _____ Gender: _____
 Lives With/In _____
 Parent/Guardian Name: _____
 Street Address: _____ P.O. Box: _____ City: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____

CONTRACT DATES

Master Contract Executed: _____ ISA Begins: July 1st, 2022 ISA Ends: June 30, 2023
 Number of Days: Regular Year 190 Extended School Year: 39 Total Contracted Days 229

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

Services	Provider				Duration of Each Session	Cost of Each Session	Number of Sessions per wk/mo/year	Maximum Number of Sessions	Estimated Total Cost for Contracted Period
	LEA	NPS	NPA	Other Specify					
A. Basic Education	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$270.66		229 days	\$61,981.14
B. Related Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
1. Transportation									
a. Paid to NPS/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Reimburse Parent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
2. Counseling									
a. Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Individual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
c. Family	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3. Adapted P. E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4. Speech/Language									
a. Group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Individual	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		\$115/hr	60min/wk. 30min/no. cons. 120min/yr cons.	47 weeks 12 mo.	\$5,405.00 \$690.00 \$230.00	

Services	Provider				Duration of Each Session	Cost of Each Session	Number of Sessions per wk/mo/year	Maximum Number of Sessions	Estimated Total Cost for Contracted Period
	LEA	NPS	NPA	Other Specify					
B. Related Services (Cont)									
5. Physical Therapy									
a. Therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
6. ABA									
a. Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
b. Consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
c. Supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
d. Direct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
7. One-to-One Aide	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$264.27/day			\$60,517.83
8. Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	O.T.		\$143/hr	30min/wk + 30min/mo. cons. + 120min/yr cons.		\$3,360.50 \$858.00 \$286.00
TOTAL COST									\$ 71,347.33

TOTAL COST OF CONTRACTED SERVICES

Estimated Maximum Services Cost:

Specialized Equipment/Materials/Supplies: _____

,Total Estimated Maximum Cost:

\$133,328.47

OTHER PROVISIONS/ATTACHMENTS

PROGRESS REPORTING REQUIREMENTS

Quarterly

Monthly

Other (Specify) _____

EXECUTION OF AGREEMENT

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor

Michael Tobin / CFO

Name/Title of Authorized Representative



Signature

10/3/22

Date

Local Education Agency

JOSH JOEN / ASST. S^UPERINTENDENT

Name/Title of Authorized Representative



Signature

10/3/2022

Date

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Contract with Chartwell School, Non-Public School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board approve the contract with Chartwell School, Non-Public School for tuition and services for a student placed through the IEP process.

BACKGROUND:

At times, students may need educational programs that are not available within the public schools. Their IEP teams, with parental consent, may place students into a state certified nonpublic day school. The Monterey County Special Education Local Plan Area (SELPA) holds the Master Contract with Chartwell for all county districts that may require placement of a student.

INFORMATION:

As per the student’s Individualized Education Plan, the student requires continued placement at Chartwell School in order to provide and support the student’s needs. As per the Master Contract, Chartwell School will issue an Individual Service Agreement (ISA) detailing cost of tuition and services for the 23/24 school year. Attached you will find the 22/23 School Year ISA for your reference.

FISCAL IMPACT:

\$44,350
Previously budgeted

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Chartwell, Non-Public School

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Director of Student Services

FUNDING SOURCE [Subject]

AGREEMENT TOTAL AMOUNT [Abstract]

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Chartwell, Non-Public School (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a [Keywords]. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: [Category].
2. **Term.** Consultant shall commence providing services under this Agreement on Click or tap to enter a date., and will diligently perform as required and complete performance by Click or tap to enter a date..
3. **Compensation.** District agrees to pay [Abstract] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed [Abstract] during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
- 4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
- 5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
- 6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
- 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Chartwell, Non-Public School
 Address: [Company Address]
 City/State/Zip: Click or tap here to enter text.
 Business Phone: [Company Phone]
 Email (Optional): [Company E-mail]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant’s Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Clare Davies, Director of Student Services

Name: _____

Title: [Title]

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____

Director of Human Resources

CHARTWELL SCHOOL
INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
 (Education Code Sections 56365 et seq.)

This agreement is effective on 8/15/2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 15, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Pacific Grove Unified School District Nonpublic School Chartwell School

LEA Case Manager: Name Clare Davies Phone Number 831-646-6523

Pupil Name [REDACTED] [REDACTED] [REDACTED] Student ID: [REDACTED] Sex: [REDACTED] Grade: [REDACTED]
 (Last) (First) (M.I.)
 Address [REDACTED] City [REDACTED] State/Zip CA

DOB [REDACTED] Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian [REDACTED] Phone [REDACTED]
 (Parent 1) (Parent 2)
 Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 355 during the regular school year
 _____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
 _____ during the extended school year
3. *Educational services as specified in the CEP (Chartwell Education Plan) shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: \$225.00

Estimated Number of Days 180 x Daily Rate \$225= **PROJECTED BASIC EDUCATION COSTS (A) \$40,500**
This includes the Morning CORE Program and the afternoon Reading Clinic for Session 1.

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		60 min. Yearly	\$120 per 60 min session	1	\$120
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)		X		CONSULT 30 min. monthly	\$60 per 30 minute session	36	\$2,160
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
Collega Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Homework Program							
Other (900) Bill Processing	X						\$50
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (C) \$ \$2,230

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D)
\$ 42,470

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly Monthly _____ Other (Specify) End of program X

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON :

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Chartwell School

Pacific Grove Unified School District

(Name of Nonpublic School/Agency)

(Name of School District)

B. Danielle Patterson 10/4/22

[Signature] 10-4-2022

(Signature)

(Date)

(Signature)

(Date)

B. Danielle Patterson

JOSHUA JACO / ASST. SUPERINTENDENT

(Name and Title)

(Name of Superintendent or Authorized Designee)

Head of School.

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Renewal of Contract with Medical Billing Technologies, Inc

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the agreement between Medical Billing Technologies, Inc (MBT) and Pacific Grove Unified School District for billing services related to our LEA Medi-Cal Direct Billing Program.

BACKGROUND:

Medical Billing Technologies, Inc assists our district with billing, claims, training and reports for the Medi-Cal Billing Option Program. Providing additional services such as Physician Authorizations/Prescriptions and Speech Protocols, implementation and management of the Random Moment Time Survey (RMTS) process, addition of new practitioner types qualified to participate in the LEA BOP, updates to the annual Cost Reimbursement Comparison Schedule (CRCS) reports.

INFORMATION:

In accordance with Medi-Cal regulations, Medical Billing Technologies (MBT) bills Medi-Cal based on a flat fee for each CPT code procedure submitted on our District’s behalf. LEA Medi-Cal direct billing services include training, submission of claims, compliance, CRCS report completion, speech protocol & OT/PT prescription review.

FISCAL IMPACT:

No fiscal impact.
 The reimbursement amounts from Dept of Health Care Services (DHCS) offsets any costs associated with billing, claim, prescription/protocol and report services provided by MBT.

LEA Medi-Cal Direct Billing Program OptiServices Contract

This Agreement is made this 1st day of July, 2023, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and PACIFIC GROVE UNIFIED SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program.

1. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:

- a. If not already completed, MBT will assist CLIENT in completing its application with the Department of Health Care Services (DHCS) to become a Medi-Cal provider, and track progress of enrollment to activation.
- b. Work with CLIENT's designated LEA Coordinator.
- c. Complete analysis of CLIENT's LEA Medi-Cal Billing Option Program and conduct annual strategic planning, assisting CLIENT to incorporate best practices to optimize reimbursement opportunities.
- d. Provide recommended billing tools and access to online claims entry application for submission of LEA Medi-Cal claims.
- e. Upon commencement of services, and monthly thereafter, submit CLIENT's student enrollment data to Medi-Cal for purposes of Medi-Cal's determination whether the student is eligible for Medi-Cal, and provide CLIENT the results of Medi-Cal's eligibility determination.
- f. Provide access to quarterly reports to inform CLIENT of status of achievement of strategic plan.
- g. Assist in the development and implementation of prescriptions, protocols, and referral procedures.
- h. Provide practitioner LEA billing training and training materials to enable CLIENT personnel and contractors to successfully complete documentation necessary for submission of LEA Medi-Cal Billing Option Program claims. In providing such training MBT does not provide legal advice but relies on guidelines published by DHCS. MBT is not responsible for any change in DHCS guidelines, changes in State or Federal laws, rules, or regulations, or any change in DHCS interpretation of State or Federal laws, rules, or regulations or its own guidelines.
- i. As directed by CLIENT, MBT will submit CLIENT's LEA Medi-Cal Billing Option Program billing via electronic transmission within forty-five (45) business days of receipt of all necessary data from CLIENT, properly completed and certified by CLIENT.
- j. Track and follow up with practitioners to assure claims are submitted in a timely manner in order to optimize reimbursements.
- k. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- l. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff are trained in HIPAA/FERPA regulations and are required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.
- m. At CLIENT's request, MBT will provide electronic submission of Doctor Orders, Referrals, and Prescriptions (ORP) to CLIENT's contracted Physician/Licensed Provider.
- n. At CLIENT's request, MBT will provide Cost Reimbursement Comparison Schedule (CRCS) completion services to CLIENT in compliance with current program regulations. CLIENT shall be responsible for providing necessary fiscal reports to MBT upon request and in a timely manner, according to instructions developed by MBT.
- o. Grant CLIENT a non-exclusive, non-transferable, worldwide right to use the HOSTED SERVICE (defined herein as MBT's online service accessed at a web site or IP address designated by MBT) as more fully set forth in Section 3 herein.

2. **Client Responsibilities:** CLIENT shall do and perform each of the following:

- a. Register and become an authorized LEA Medi-Cal provider under the rules of the Department of Health Care Services (DHCS).

- b. Designate an LEA Program Coordinator.
 - c. Provide to MBT on a quarterly basis, and more often if requested by MBT, complete district enrollment data which shall include the students' names, birth dates and gender for purposes of verifying Medi-Cal eligibility with DHCS, and all information required to bill for CLIENT any LEA Medi-Cal or other health covered student, including but not limited to a complete list of students with IEPs in place, a complete list of students with Individual Health Service plans in place, and a list of students CLIENT has determined qualify for specialized medical transportation through the LEA Medi-Cal Billing Option Program.
 - d. Determine whether the services provided to students are eligible for reimbursement through the LEA Medi-Cal Billing Option Program and so advise MBT.
 - e. Fully and accurately complete and submit billing using MBT's OptiClaim software or electronic upload. Billing forms must include student name, date of birth, date of service, service provided, length of service (when applicable) location of the service, and the practitioner's name.
 - f. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
 - g. Provide access by MBT staff to CLIENT'S practitioners and ensure reasonable availability of practitioners for follow up activities.
 - h. Assure CLIENT administration support of practitioner participation in the LEA Medi-Cal Billing Option Program and encourage and emphasize the importance of practitioner involvement in such Program.
 - i. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.
 - j. If MBT is providing Prescription, Referral and Doctor Order (ORP) processing services, CLIENT shall provide all necessary information to MBT in order to electronically submit the ORP to CLIENT's contracted Physician/Licensed Provider for review.
 - k. If MBT is providing CRCS completion services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the CRCS within 60 days of MBT's request each year.
 - l. If MBT is providing Medi-Cal Administrative Activities (MAA) quarterly invoicing services to CLIENT, CLIENT shall provide all necessary documents and records to MBT necessary to complete the MAA invoice within 60 days of MBT's request. Such documents and records shall be provided to MBT in a format consistent with MBT's systems requirements.
 - m. Execute such other and further documents, including the annual report, as may be required by DHCS in order to carry out the purpose of this Agreement.
 - n. CLIENT is responsible for all activity occurring under CLIENT user accounts in the HOSTED SERVICE and will abide by all applicable laws, treaties and regulations in connections with its use of the HOSTED SERVICE.
3. **HOSTED SERVICE License Grant & Restrictions:** MBT hereby grants CLIENT a non-exclusive, non-transferable worldwide right to use the HOSTED SERVICE, solely for CLIENT's own internal business purposes, subject to the terms and conditions set forth in this Agreement.
- a. **CLIENT agrees not to:** (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the HOSTED SERVICE; (ii) modify or make derivative works based upon the HOSTED SERVICE; or (iii) reverse engineer the HOSTED SERVICE.
 - b. **CLIENT will not:** (i) knowingly send or store infringing, obscene, libelous or otherwise unlawful or tortious material to the HOSTED SERVICE; (ii) knowingly send or store material containing viruses, worms, Trojan horses or other harmful computer code, files or programs to or from the HOSTED SERVICE; (iii) knowingly interfere with or disrupt the integrity or performance of the HOSTED SERVICE; (iv) attempt to gain unauthorized access to the HOSTED SERVICE or its systems or networks; or (v) use the HOSTED SERVICE in violation of applicable law.

c. **CLIENT DATA (defined herein as any data, information, or material provided by CLIENT to the HOSTED SERVICES):** MBT does not own any CLIENT DATA. CLIENT DATA is CLIENT's proprietary and confidential information and will not be accessed, used or disclosed by MBT except as set forth in this Agreement, and except for the limited purpose of supporting CLIENT's use of the HOSTED SERVICE. CLIENT has sole responsibility for the accuracy, legality, reliability, and intellectual property ownership to use the CLIENT DATA.

i. **Transmission of CLIENT DATA:** Client shall transfer CLIENT DATA to MBT by use of a secure server through the MBT website, or through CLIENT's secure server. CLIENT shall not email CLIENT DATA to MBT. MBT shall not be liable or responsible for any breach of CLIENT DATA sent via an unsecured serve.

d. **Intellectual Property Ownership:** MBT owns all right, title and interest, including all related INTELLECTUAL PROPERTY RIGHTS (defined herein as patent rights, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and trade secret rights, and all other intellectual property rights, derivations thereof as well as other forms of protection of a similar nature), in and to the MBT TECHNOLOGY (defined herein as all MBT proprietary technology made available to CLIENT in providing the HOSTED SERVICE), CONTENT (defined herein as the information, documents, software, products, and services made available to CLIENT), and the HOSTED SERVICE. This Agreement is not a sale and does not convey any rights of ownership in the HOSTED SERVICE.

4. **Payment:** CLIENT shall pay to MBT as compensation:

Eight percent (8%) of the total reimbursement received by CLIENT, but not to exceed \$10,000.00 per year. MBT will invoice CLIENT at the onset of this agreement for a portion of the total fee as indicated by the fee structure selected below. The remainder will be invoiced by MBT to CLIENT when the cost settlement is released by DHCS:

- A flat rate of \$550.00 per month, to be paid within 30 days of receipt of monthly invoice; or
- An annual lump sum of \$5,940.00, payable within 30 days of receipt of invoice (representing an annual discount of ten percent (10%).

CLIENT's payment selection shall be evidenced by the checking of the box next to the option selected above.

MBT will issue a final invoice to the CLIENT once the final reconciliation of claims from the fiscal year has been approved and paid by DHCS. MBT will deduct one hundred percent (100%) of the initial flat fee from the final invoice.

The following fees will be charged for additional services provided at the specific request of CLIENT:

a. **Occupational Therapy Prescriptions, Physical Therapy Prescriptions, Mental Health Referrals, Doctors Orders (hereinafter collectively "ORP") and Speech Protocols:**

At CLIENT's request, MBT will electronically process any necessary ORP for any Occupational Therapy services, Physical Therapy services, Mental Health services and Nursing services that the CLIENT provides to students.

CLIENT will pay MBT \$25.00 for each ORP processed by CLIENT's contracted Physician/Licensed Provider, whether the Physician/Licensed Provider approves the ORP or not.

At CLIENT's request, MBT will process a referral for a physician signed speech protocol in compliance with current program regulations. CLIENT will pay MBT \$500.00 for each speech protocol processed by CLIENT's contracted Physician, whether the physician approves the protocol or not.

Rate schedules are subject to change upon thirty (30) days written notice to CLIENT. CLIENT may withdraw its request for MBT to process ORP's and physician signed speech protocols without affecting the other terms of this contract.

b. MAA Invoicing Services

If CLIENT elects to have MBT provide MAA invoicing services to CLIENT, CLIENT shall pay to MBT \$25.00 per quarter per participant included on each invoice, but not less than \$250.00 per quarter and not more than \$5,000.00 per quarter for the completion of each MAA invoice.

If, for any reason a previously completed MAA invoice needs to be recalculated, CLIENT agrees to pay MBT a flat fee of \$150 per MAA invoice recalculation. No fee will be charged where the recalculation is due to an error on the part of MBT.

If, for any reason the CLIENT decides to no longer participate in the MAA Program or does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee of \$500 for the year.

c. Changes After Submission of Billing:

If CLIENT or CLIENT's providers request changes after MBT's **initial** submission of LEA Medi-Cal Billing Option Program billings, at CLIENT's request MBT shall prepare and submit the Claims Inquiry Form ("CIF") to DHCS to process such change. Because submission of the CIF is labor-intensive, CLIENT shall pay to MBT Ten Dollars (\$10.00) per claim submitted. No fee will be charged where the change requested is due to an error on the part of MBT.

5. **Late Fees:** CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past the date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

6. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
7. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program.

8. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).
9. **Mutual Indemnification and Limitation of Liability:**
- a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.
 - b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.
 - c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.
 - d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.
10. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue for a period of five (5) school years, through June 30, 2028 ("Termination Date"). On or before March 30 of each school year either party may terminate this Agreement for the upcoming school year by written notice to the other party. CLIENT's access to MBT's OptiClaim software shall cease upon termination or nonrenewal of this Agreement except as specifically set forth herein.

This Agreement may be terminated at any time upon mutual agreement of the parties. In addition, the Agreement shall automatically terminate if CLIENT's participation in the LEA Medi-Cal Billing Program terminates.

Additionally, any breach of CLIENT’s payment obligations or unauthorized use of HOSTED SERVICES will be deemed a material breach of this Agreement. MBT may terminate the Agreement, CLIENT account, or CLIENT’s use of the HOSTED SERVICE if CLIENT commits a material breach of this Agreement or otherwise fails to comply with this Agreement, and such breach has not been cured within ten (10) days after notice of such breach.

In the event of termination prior to the completion of any school year, MBT shall not be required to provide CRCS completion services to CLIENT for the school year in progress.

11. **Submittals after Termination:** MBT shall, for a period of up to six months after the end of the school year in progress on the date of termination, continue to accept submittals from CLIENT for services provided by CLIENT through the end of the school year in progress on the date of termination, and shall submit billings for such services provided by CLIENT to DHCS for reimbursement. During the period set forth herein CLIENT shall have continued access to MBT’s OptiClaim software. MBT shall continue to submit invoices to CLIENT for such billings per the payment schedule set forth in Section 4 above. Any submittals received by MBT from CLIENT for services provided in the school year following the date of termination shall be returned to CLIENT and shall not be processed by MBT for reimbursement.

12. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT
 Medical Billing Technologies, Inc.
 Attn: Reid Stephens, President
 P.O. Box 709
 Visalia, CA. 93279

CLIENT
 Pacific Grove Unified School District
 Attn: Business Office
 435 Hillcrest Avenue
 Pacific Grove, CA 93950-4900

13. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms (“MBT Documents”) provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT’S obligations under this Agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.

14. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.

15. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

16. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in this Agreement shall be valid or binding.

17. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.

18. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected. The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

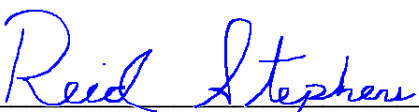
Authorized Signature

Date

Printed Name

Printed Title

MEDICAL BILLING TECHNOLOGIES, INC.



Reid Stephens, President

03/24/2023

Date

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: 2023-24 Safety Training Observation and Consulting

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board approve the attached contract for the FY2023-24 Safety Training Observation and Consulting Agreement.

BACKGROUND:

In 2022-23 the District began pursuit of After Action Reports (AAR), and observation and support from a local security consultant related to the Big Five safety drills. The intent was to provide the District feedback on existing policies, procedures, and practices related to existing drill planning.

The process will be accomplished through MC Kimball and Associates observation of the existing Big Five school site drills, and preparatory/debrief meetings associated with the drills. The outcomes will identify strengths, weaknesses, provide observations, and identify potential threats in the current operation of policies, procedures, and practices of existing drills.

FISCAL IMPACT:

FY 2023-24 General Fund, Local 4969, School Safety And Violence Prevention of \$35,000

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT M.C. Kimball and Associates, INC

SITE/DEPARTMENT Owner

SUBMITTED BY Joshua Jorn

FUNDING SOURCE Local 4969, School Safety and Violence Prevention

AGREEMENT TOTAL AMOUNT Not to Exceed \$35,000.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District’s approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **M.C. Kimball and Associates, INC** (“Consultant”) (together, “Parties”).

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **Threat Vulnerability Assessment provider**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **School District Safety Training and Observation from September 2023 through June 2024**
2. **Term.** Consultant shall commence providing services under this Agreement on **6/1/2023**, and will diligently perform as required and complete performance by **10/31/2023**.
3. **Compensation.** District agrees to pay **Not to Exceed \$35,000.00** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Not to Exceed \$35,000.00** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
- 4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
- 5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
- 6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
- 7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
 Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: M.C. Kimball and Associates, INC
 Address: 1130 Fremont Blvd. #277
 City/State/Zip: Seaside, Ca. 93955
 Business Phone: 831-224-3838
 Email (Optional): michael@mckimball.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Joshua Jorn

Title: Assistant Superintendent Business Services

Date: _____

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____

Director of Human Resources



M.C. Kimball and Associates, INC
“Excellence without Ego”

“Excellence is the result of caring more than others think is wise, risking more than others think is safe, dreaming more than others think is practical, and expecting more than others think is possible.”

May 2, 2023

To: Barbara Martinez
Principal
PGUSD Director of School Safety
435 Hillcrest Ave
Pacific Grove, CA 93950
(831) 646-6553 x 8426
bmartinez@pgusd.org

RE: District Safety Training and Observation September 2023 through June 2024

PROPOSAL TARGET

The target of this proposal is to provide consulting services for safe schools to include but not limited to:

- Safe Schools Consulting for the 2023 school year.
- Safety Meetings
- Preparatory Planning for Safe School Drills
- Observation, Evaluation – After Action Reports (AAR's)
- Recommended Next Steps

PROJECT OBJECTIVE

To provide feedback on existing policies, procedures, and practices with regard to the existing drill plan for safe schools before the end of the 2023 school year.

This will be accomplished through observations of the existing safe school drills and attendance to preparatory/debrief meetings associated with the Pacific Grove Unified School District from September 2023 through the end of the school year, June 2024.

PROJECT GOAL

- To identify strengths, weaknesses, observations, and potential threats in the current operation of policies, procedures, and practices of existing drills (format, planning, execution, and debriefing)
- To provide proposals for any improvement needed.

M.C. Kimball and Associates, INC



PROPOSED COSTS

DELIVERABLES	COST	DISCOUNT	TOTAL Cost Not to Exceed
District Safety Training and Observation			\$35,000.00

PROJECT DELIVERABLES

Pending collaborative agreement between the provider and the host.

- TBD

PROJECT REQUIREMENTS / LOGISTICS

1. Date, time, and location to be confirmed prior to each site visit
2. Access to sites.
3. Access to staff (to be pre-agreed upon and on a case-by-case basis as needed)
4. Should photocopies of materials be necessary, an additional charge of 0.80 cents per page in addition to our itemized quote for services.
 - A. Upon agreement of terms, M.C. Kimball and Associates, INC will provide the Independent Contractor Agreement outlining the scope of work and the compensation agreed upon.
 - B. No additional charges will be made without prior authorization.

This proposal is valid from May 2, 2023 – July 30, 2023

We look forward to working with you and your team! Together we can all make a difference.

Michael C. Kimball, CEO
Director of Training and Consulting
M.C. Kimball and Associates, INC
 1130 Fremont Blvd. #277
 Seaside, Ca. 93955
 831-224-3838
 Email: michael@mckimball.com
 Web: WWW.MCKIMBALL.com

M.C. Kimball and Associates, INC

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Agreement for Legal Services with Lozano Smith for 2023-24

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for the 2023-24 fiscal year.

BACKGROUND:

Lozano Smith has been the District’s legal counsel for several years, assisting with general and special education matters.

The Board requested that staff begin the process of developing a legal services request for proposals (RFP) at the March 16, 2023 Board Meeting. Staff has since determined that the RFP process began too late in the fiscal year, and therefore are recommending approval of the Lozano Smith contract for legal services renewal for the 2023-24 fiscal year.

District staff will begin the process of developing a legal services request for proposals (RFP) in January 2024. The RFP process will take approximately 3 months to complete, and will be finalized with staff recommendation to the Board no later than the final meeting in March 2024. The recommendation will be for a 2024-25 fiscal year contract.

INFORMATION:

Services are paid for through the Superintendents Professional and Consulting budget.

FISCAL IMPACT:

General Fund 01 budgeted \$100,000



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30)

calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney

prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any


provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Pacific Grove Unified School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 02/21/2022



PROFESSIONAL RATE SCHEDULE
FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 375 per hour
Associate	\$ 215 - \$ 295 per hour
Paralegal / Law Clerk	\$ 150 - \$ 200 per hour
Consultant	\$ 150 - \$ 200 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$375 - \$450 per hour. ¹

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

¹ Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour

- | | |
|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input checked="" type="checkbox"/> Public Hearing |

SUBJECT: 2023-24 Adopted Budget Public Hearing

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and adopt the District General Fund Budget and all other Funds for fiscal year 2023-24.

BACKGROUND:

The District Adopted Budget is a reflection of the education programs of the District expressed in terms of the allocation of financial resources. The General Fund Adopted Budget includes anticipated revenues and the distribution of those revenues among educational programs and support services. Assumptions are developed to ensure that the final budget documents, General Fund and Other Funds, are a complete and accurate reflection of the intent of the Board.

INFORMATION:

The attached budget documents include the most recent set of assumptions regarding enrollment, State Teacher Retirement System (STRS) and Public Employees Retirement System (PERS) employer contribution rates, property tax revenue, staffing and other pertinent factors (Budget Details) that were used in preparing the final 2023-24 Adopted Budget.

Below are some key components of the 2023-24 Adopted Budget:

- 1) Enrollment: District enrollment is projected at 1,807 students, an increase of 20 students from 2022-23.
- 2) STRS and PERS employer contribution rates: The CalSTRS Board is set to exercise its new rate-setting authority in an action at its June 2023 meeting. Unfortunately, it will not provide enough time for LEAs to make budget adjustments. Therefore, PGUSD is applying the rate recommended by the actuary: **26.68%**.
 - 2023-24: CalSTRS rate will remain flat at **19.1%**
 - 2023-24: CalPERS will **increase by 1.31% to 26.68%**
- 3) Property Tax Revenue: Property tax revenue for 2023-24 is projected to **increase by 5%** over the 2022-23 actuals. This represents an increase of **\$1,664,210 to \$35,121,203**.

- 4) Categorical Funding: All the state categoricals have been combined into one LCFF line item. The District's share has been a consistent **\$2,505,456** over the years.
- 5) Site Allocations: The per pupil remains at \$150. This is the same rate as FY2022-23. Preliminary distribution is at 97% of the projected enrollment data and will be adjusted to reflect actual CBEDs in October.
- 6) General Fund: An operating **deficit is projected at (\$1,463,918)** while the Unrestricted Reserve level has been reduced to a projected **7.0%**.
- 7) Other Funds for 2023-24:
 - a) Adult Education Fund – Projected Beginning Fund Balance is **\$490,799**
 - b) Child Development Fund – Projected Beginning Fund Balance is **\$51,217**
 - c) Cafeteria Fund – Projected Beginning Fund Balance is **\$828,403**
 - d) Deferred Maintenance Fund – Projected Beginning Fund Balance is **\$224,427**
 - e) Postemployment Benefits Fund – Projected Beginning Fund Balance is **\$6,407**
 - f) Building Fund – Projected Fund Beginning Balance is **\$3,162,358**
 - g) Capital Outlay Projects Fund – Projected Beginning Fund Balance is **\$608,230**
- 8) Salaries and Benefits: Salary negotiations with the following groups have been incorporated into the Adopted Budget:
 - Pacific Grove Teachers Association (PG TA) – 5% on schedule and \$1,000 increase to Health and Welfare District Contribution
 - California School Employees Association (CSEA) - 5% on schedule and \$1,000 increase
 - Confidential Employees - 5.5% on schedule increase
 - Classified and Certificated Management - 5% on schedule and \$1,000 increase to Health and Welfare District Contribution

Per Education Code Sections 42127(a)(2)(C) and 42127(c)(4), the District is required to complete a "Statement of Reasons for Excess Reserves" as part of the Adopted Budget documents. Although a school district reserve cap is not currently in effect, a provision of the law relating to reserves was implemented commencing with the 2015-16 fiscal year and continues to be in effect for budgets adopted each fiscal year thereafter.

If the combined amounts in the Components of Ending Fund Balance exceed the District's minimum reserve requirement of 3%, the District is required to present at the public hearing and Adoption Budget a statement of reasons for excess reserve.

FISCAL IMPACT:

Fiscal impact for each fund is contained within the Fund Balances.

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	35,286,660.00	0.00	35,286,660.00	37,599,021.00	0.00	37,599,021.00	6.6%
2) Federal Revenue		8100-8299	25,000.00	1,982,132.36	2,007,132.36	25,000.00	990,180.02	1,015,180.02	-49.4%
3) Other State Revenue		8300-8599	362,279.50	4,036,976.35	4,399,255.85	362,279.50	3,145,318.79	3,507,598.29	-20.3%
4) Other Local Revenue		8600-8799	933,037.39	1,605,804.29	2,538,841.68	1,011,953.39	1,601,432.89	2,613,386.28	2.9%
5) TOTAL, REVENUES			36,606,976.89	7,624,913.00	44,231,889.89	38,998,253.89	5,736,931.70	44,735,185.59	1.1%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	15,283,033.78	3,709,853.98	18,992,887.76	16,353,460.68	3,832,670.64	20,186,131.32	6.3%
2) Classified Salaries		2000-2999	5,176,429.20	3,154,056.36	8,330,485.56	5,602,097.99	3,485,696.17	9,087,794.16	9.1%
3) Employee Benefits		3000-3999	6,163,802.98	3,915,219.86	10,079,022.84	6,899,367.33	4,237,406.29	11,136,773.62	10.5%
4) Books and Supplies		4000-4999	700,716.46	1,816,309.85	2,517,026.31	553,705.51	1,085,549.68	1,639,255.19	-34.9%
5) Services and Other Operating Expenditures		5000-5999	4,445,794.61	1,469,375.41	5,915,170.02	2,539,032.08	1,418,881.57	3,957,913.65	-33.1%
6) Capital Outlay		6000-6999	5,000.00	119,289.00	124,289.00	0.00	109,235.43	109,235.43	-12.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	604.00	51,189.71	51,793.71	0.00	82,000.00	82,000.00	58.3%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(191,419.53)	102,120.15	(89,299.38)	(20,800.00)	20,800.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			31,583,961.50	14,337,414.32	45,921,375.82	31,926,863.59	14,272,239.78	46,199,103.37	0.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			5,023,015.39	(6,712,501.32)	(1,689,485.93)	7,071,390.30	(8,535,308.08)	(1,463,917.78)	-13.4%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	419,635.00	0.00	419,635.00	419,635.00	0.00	419,635.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,519,478.46)	6,519,478.46	0.00	(7,379,969.59)	7,379,969.59	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,939,113.46)	6,519,478.46	(419,635.00)	(7,799,604.59)	7,379,969.59	(419,635.00)	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,916,098.07)	(193,022.86)	(2,109,120.93)	(728,214.29)	(1,155,338.49)	(1,883,552.78)	-10.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,904,874.12	2,514,965.44	8,419,839.56	3,988,776.05	2,321,942.58	6,310,718.63	-25.0%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			5,904,874.12	2,514,965.44	8,419,839.56	3,988,776.05	2,321,942.58	6,310,718.63	-25.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,904,874.12	2,514,965.44	8,419,839.56	3,988,776.05	2,321,942.58	6,310,718.63	-25.0%
2) Ending Balance, June 30 (E + F1e)			3,988,776.05	2,321,942.58	6,310,718.63	3,260,561.76	1,166,604.09	4,427,165.85	-29.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	5,000.00	0.00	5,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,321,942.58	2,321,942.58	0.00	1,166,604.09	1,166,604.09	-49.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	2,606,073.05	0.00	2,606,073.05	1,866,406.76	0.00	1,866,406.76	-28.4%
Property Taxes (.05%)	0000	9780	163,922.00		163,922.00			0.00	
Basic Aid Reserve	0000	9780	1,871,345.56		1,871,345.56			0.00	
Deferred Maintenance	0000	9780	276,846.00		276,846.00			0.00	
STRS/PERS Reserve	0000	9780	131,422.00		131,422.00			0.00	
Lottery Unrestricted/P&G&E	1100	9780	26,401.00		26,401.00			0.00	
Basic Aid Reserve	1400	9780	136,136.49		136,136.49			0.00	
Property Tax Reserve	0000	9780			0.00	163,922.00		163,922.00	
STRS/PERS Reserve	0000	9780			0.00	131,422.00		131,422.00	
Deferred Maintenance Reserve	0000	9780			0.00	261,017.57		261,017.57	
Basic Aid Reserve	0000	9780			0.00	1,200,365.67		1,200,365.67	
Lottery Unrestricted/P&G&E	1100	9780			0.00	14,632.00		14,632.00	
Basic Aid Reserve	1400	9780			0.00	95,047.52		95,047.52	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,377,703.00	0.00	1,377,703.00	1,394,155.00	0.00	1,394,155.00	1.2%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
G. ASSETS									
1) Cash									
a) in County Treasury		9110	17,396,071.42	(2,671,530.05)	14,724,541.37				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	5,000.00	0.00	5,000.00				
d) with Fiscal Agent/Trustee		9135	6,559,180.00	0.00	6,559,180.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	378,465.62	378,465.62				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			23,960,251.42	(2,293,064.43)	21,667,186.99				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	1,222,667.05	(4.00)	1,222,663.05				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	6,315,000.00	0.00	6,315,000.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			7,537,667.05	(4.00)	7,537,663.05				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(G10 + H2) - (I6 + J2)			16,422,584.37	(2,293,060.43)	14,129,523.94				
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	2,505,456.00	0.00	2,505,456.00	2,505,456.00	0.00	2,505,456.00	0.0%
Education Protection Account State Aid - Current Year		8012	371,062.00	0.00	371,062.00	346,638.00	0.00	346,638.00	-6.6%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Tax Relief Subventions									
Homeowners' Exemptions		8021	115,683.00	0.00	115,683.00	121,467.00	0.00	121,467.00	5.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes									
Secured Roll Taxes		8041	31,223,449.00	0.00	31,223,449.00	33,417,471.00	0.00	33,417,471.00	7.0%
Unsecured Roll Taxes		8042	1,441,245.00	0.00	1,441,245.00	1,578,022.00	0.00	1,578,022.00	9.5%
Prior Years' Taxes		8043	4,041.00	0.00	4,041.00	4,243.00	0.00	4,243.00	5.0%
Supplemental Taxes		8044	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			35,660,936.00	0.00	35,660,936.00	37,973,297.00	0.00	37,973,297.00	6.5%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(358,831.00)		(358,831.00)	(358,831.00)		(358,831.00)	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(15,445.00)	0.00	(15,445.00)	(15,445.00)	0.00	(15,445.00)	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			35,286,660.00	0.00	35,286,660.00	37,599,021.00	0.00	37,599,021.00	6.6%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	400,460.08	400,460.08	0.00	392,033.46	392,033.46	-2.1%
Special Education Discretionary Grants		8182	0.00	87,727.26	87,727.26	0.00	20,006.81	20,006.81	-77.2%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		137,472.00	137,472.00		137,857.33	137,857.33	0.3%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		34,683.00	34,683.00		34,683.00	34,683.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290		0.00	0.00		0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		12,357.00	12,357.00		12,357.00	12,357.00	0.0%
Career and Technical Education	3500-3599	8290		25,675.00	25,675.00		25,675.00	25,675.00	0.0%
All Other Federal Revenue	All Other	8290	25,000.00	1,283,758.02	1,308,758.02	25,000.00	367,567.42	392,567.42	-70.0%
TOTAL, FEDERAL REVENUE			25,000.00	1,982,132.36	2,007,132.36	25,000.00	990,180.02	1,015,180.02	-49.4%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	71,667.00	0.00	71,667.00	71,667.00	0.00	71,667.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	288,231.00	101,246.00	389,477.00	288,231.00	101,246.00	389,477.00	0.0%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from									
State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		80.35	80.35		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		116,583.00	116,583.00		116,583.00	116,583.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,381.50	3,819,067.00	3,821,448.50	2,381.50	2,927,489.79	2,929,871.29	-23.3%
TOTAL, OTHER STATE REVENUE			362,279.50	4,036,976.35	4,399,255.85	362,279.50	3,145,318.79	3,507,598.29	-20.3%
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	269,513.25	0.00	269,513.25	314,513.25	0.00	314,513.25	16.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	217,944.10	0.00	217,944.10	217,944.10	0.00	217,944.10	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transportation Fees From Individuals		8675	15,000.00	0.00	15,000.00	15,000.00	0.00	15,000.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	430,580.04	338,119.35	768,699.39	464,496.04	365,154.24	829,650.28	7.9%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,267,684.94	1,267,684.94		1,236,278.65	1,236,278.65	-2.5%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			933,037.39	1,605,804.29	2,538,841.68	1,011,953.39	1,601,432.89	2,613,386.28	2.9%
TOTAL, REVENUES			36,606,976.89	7,624,913.00	44,231,889.89	38,998,253.89	5,736,931.70	44,735,185.59	1.1%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	12,443,398.99	2,360,974.16	14,804,373.15	13,405,170.70	2,521,893.96	15,927,064.66	7.6%
Certificated Pupil Support Salaries		1200	885,021.55	817,278.56	1,702,300.11	954,712.17	878,198.75	1,832,910.92	7.7%
Certificated Supervisors' and Administrators' Salaries		1300	1,764,403.24	190,955.46	1,955,358.70	1,789,417.71	43,083.08	1,832,500.79	-6.3%
Other Certificated Salaries		1900	190,210.00	340,645.80	530,855.80	204,160.10	389,494.85	593,654.95	11.8%
TOTAL, CERTIFICATED SALARIES			15,283,033.78	3,709,853.98	18,992,887.76	16,353,460.68	3,832,670.64	20,186,131.32	6.3%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	788,713.37	1,874,525.63	2,663,239.00	735,948.16	1,927,743.23	2,663,691.39	0.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Classified Support Salaries		2200	1,529,019.59	530,486.69	2,059,506.28	1,708,227.56	615,106.54	2,323,334.10	12.8%
Classified Supervisors' and Administrators' Salaries		2300	785,693.20	154,041.84	939,735.04	699,473.41	164,884.73	864,358.14	-8.0%
Clerical, Technical and Office Salaries		2400	1,737,111.21	93,644.64	1,830,755.85	1,978,349.91	95,271.92	2,073,621.83	13.3%
Other Classified Salaries		2900	335,891.83	501,357.56	837,249.39	480,098.95	682,689.75	1,162,788.70	38.9%
TOTAL, CLASSIFIED SALARIES			5,176,429.20	3,154,056.36	8,330,485.56	5,602,097.99	3,485,696.17	9,087,794.16	9.1%
EMPLOYEE BENEFITS									
STRS		3101-3102	2,854,949.83	2,378,912.08	5,233,861.91	3,044,741.72	2,538,668.36	5,583,410.08	6.7%
PERS		3201-3202	1,299,511.12	770,903.70	2,070,414.82	1,484,184.41	858,899.66	2,343,084.07	13.2%
OASDI/Medicare/Alternative		3301-3302	586,977.89	273,426.46	860,404.35	704,657.54	317,169.13	1,021,826.67	18.8%
Health and Welfare Benefits		3401-3402	856,514.17	304,981.46	1,161,495.63	820,910.08	324,374.77	1,145,284.85	-1.4%
Unemployment Insurance		3501-3502	102,244.25	34,326.67	136,570.92	109,920.04	36,538.99	146,459.03	7.2%
Workers' Compensation		3601-3602	445,669.49	149,797.18	595,466.67	478,988.42	159,340.79	638,329.21	7.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	242,550.00	0.00	242,550.00	New
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	17,936.23	2,872.31	20,808.54	13,415.12	2,414.59	15,829.71	-23.9%
TOTAL, EMPLOYEE BENEFITS			6,163,802.98	3,915,219.86	10,079,022.84	6,899,367.33	4,237,406.29	11,136,773.62	10.5%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	179,520.66	273,616.47	453,137.13	190,500.00	195,369.68	385,869.68	-14.8%
Books and Other Reference Materials		4200	25,354.62	26,446.62	51,801.24	25,354.62	0.00	25,354.62	-51.1%
Materials and Supplies		4300	461,686.43	1,389,683.30	1,851,369.73	311,850.89	804,314.51	1,116,165.40	-39.7%
Noncapitalized Equipment		4400	34,154.75	126,563.46	160,718.21	26,000.00	85,865.49	111,865.49	-30.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			700,716.46	1,816,309.85	2,517,026.31	553,705.51	1,085,549.68	1,639,255.19	-34.9%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	61,555.73	68,261.73	129,817.46	103,949.00	56,305.65	160,254.65	23.4%
Dues and Memberships		5300	39,434.95	4,167.00	43,601.95	41,377.00	0.00	41,377.00	-5.1%
Insurance		5400 - 5450	295,449.73	0.00	295,449.73	295,500.00	0.00	295,500.00	0.0%
Operations and Housekeeping Services		5500	1,056,805.00	0.00	1,056,805.00	1,109,823.98	0.00	1,109,823.98	5.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	124,768.39	73,901.94	198,670.33	114,630.00	102,700.00	217,330.00	9.4%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,717,340.76	1,299,054.90	4,016,395.66	733,367.00	1,255,484.02	1,988,851.02	-50.5%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Communications		5900	150,440.05	23,989.84	174,429.89	140,385.10	4,391.90	144,777.00	-17.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,445,794.61	1,469,375.41	5,915,170.02	2,539,032.08	1,418,881.57	3,957,913.65	-33.1%
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	5,000.00	119,289.00	124,289.00	0.00	109,235.43	109,235.43	-12.1%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			5,000.00	119,289.00	124,289.00	0.00	109,235.43	109,235.43	-12.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	604.00	51,189.71	51,793.71	0.00	82,000.00	82,000.00	58.3%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			604.00	51,189.71	51,793.71	0.00	82,000.00	82,000.00	58.3%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(102,120.15)	102,120.15	0.00	(20,800.00)	20,800.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(89,299.38)	0.00	(89,299.38)	0.00	0.00	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(191,419.53)	102,120.15	(89,299.38)	(20,800.00)	20,800.00	0.00	-100.0%
TOTAL, EXPENDITURES			31,583,961.50	14,337,414.32	45,921,375.82	31,926,863.59	14,272,239.78	46,199,103.37	0.6%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	19,635.00	0.00	19,635.00	19,635.00	0.00	19,635.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	400,000.00	0.00	400,000.00	400,000.00	0.00	400,000.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			419,635.00	0.00	419,635.00	419,635.00	0.00	419,635.00	0.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(6,519,478.46)	6,519,478.46	0.00	(7,379,969.59)	7,379,969.59	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(6,519,478.46)	6,519,478.46	0.00	(7,379,969.59)	7,379,969.59	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(6,939,113.46)	6,519,478.46	(419,635.00)	(7,799,604.59)	7,379,969.59	(419,635.00)	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	35,286,660.00	0.00	35,286,660.00	37,599,021.00	0.00	37,599,021.00	6.6%
2) Federal Revenue		8100-8299	25,000.00	1,982,132.36	2,007,132.36	25,000.00	990,180.02	1,015,180.02	-49.4%
3) Other State Revenue		8300-8599	362,279.50	4,036,976.35	4,399,255.85	362,279.50	3,145,318.79	3,507,598.29	-20.3%
4) Other Local Revenue		8600-8799	933,037.39	1,605,804.29	2,538,841.68	1,011,953.39	1,601,432.89	2,613,386.28	2.9%
5) TOTAL, REVENUES			36,606,976.89	7,624,913.00	44,231,889.89	38,998,253.89	5,736,931.70	44,735,185.59	1.1%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		19,327,226.61	9,551,592.10	28,878,818.71	18,565,797.10	8,897,542.16	27,463,339.26	-4.9%
2) Instruction - Related Services	2000-2999		3,548,303.98	807,133.19	4,355,437.17	3,878,275.08	883,778.98	4,762,054.06	9.3%
3) Pupil Services	3000-3999		1,621,006.85	2,157,761.93	3,778,768.78	1,750,682.63	2,379,099.34	4,129,781.97	9.3%
4) Ancillary Services	4000-4999		449,308.41	19,143.00	468,451.41	515,845.77	130,550.31	646,396.08	38.0%
5) Community Services	5000-5999		0.00	126,858.18	126,858.18	0.00	327,775.55	327,775.55	158.4%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		3,530,587.75	264,729.25	3,795,317.00	4,012,755.17	116,731.90	4,129,487.07	8.8%
8) Plant Services	8000-8999		2,976,923.90	1,359,006.96	4,335,930.86	3,079,852.84	1,454,761.54	4,534,614.38	4.6%
9) Other Outgo	9000-9999	Except 7600-7699	130,604.00	51,189.71	181,793.71	123,655.00	82,000.00	205,655.00	13.1%
10) TOTAL, EXPENDITURES			31,583,961.50	14,337,414.32	45,921,375.82	31,926,863.59	14,272,239.78	46,199,103.37	0.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			5,023,015.39	(6,712,501.32)	(1,689,485.93)	7,071,390.30	(8,535,308.08)	(1,463,917.78)	-13.4%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	419,635.00	0.00	419,635.00	419,635.00	0.00	419,635.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(6,519,478.46)	6,519,478.46	0.00	(7,379,969.59)	7,379,969.59	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,939,113.46)	6,519,478.46	(419,635.00)	(7,799,604.59)	7,379,969.59	(419,635.00)	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,916,098.07)	(193,022.86)	(2,109,120.93)	(728,214.29)	(1,155,338.49)	(1,883,552.78)	-10.7%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	5,904,874.12	2,514,965.44	8,419,839.56	3,988,776.05	2,321,942.58	6,310,718.63	-25.0%

Budget, July 1
General Fund
Unrestricted and Restricted
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,904,874.12	2,514,965.44	8,419,839.56	3,988,776.05	2,321,942.58	6,310,718.63	-25.0%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,904,874.12	2,514,965.44	8,419,839.56	3,988,776.05	2,321,942.58	6,310,718.63	-25.0%
2) Ending Balance, June 30 (E + F1e)			3,988,776.05	2,321,942.58	6,310,718.63	3,260,561.76	1,166,604.09	4,427,165.85	-29.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	5,000.00	0.00	5,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	2,321,942.58	2,321,942.58	0.00	1,166,604.09	1,166,604.09	-49.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	2,606,073.05	0.00	2,606,073.05	1,866,406.76	0.00	1,866,406.76	-28.4%
Property Taxes (.05%)	0000	9780	163,922.00		163,922.00			0.00	
Basic Aid Reserve	0000	9780	1,871,345.56		1,871,345.56			0.00	
Deferred Maintenance	0000	9780	276,846.00		276,846.00			0.00	
STRS/PERS Reserve	0000	9780	131,422.00		131,422.00			0.00	
Lottery Unrestricted/P&G&E	1100	9780	26,401.00		26,401.00			0.00	
Basic Aid Reserve	1400	9780	136,136.49		136,136.49			0.00	
Property Tax Reserve	0000	9780			0.00	163,922.00		163,922.00	
STRS/PERS Reserve	0000	9780			0.00	131,422.00		131,422.00	
Deferred Maintenance Reserve	0000	9780			0.00	261,017.57		261,017.57	
Basic Aid Reserve	0000	9780			0.00	1,200,365.67		1,200,365.67	
Lottery Unrestricted/P&G&E	1100	9780			0.00	14,632.00		14,632.00	
Basic Aid Reserve	1400	9780			0.00	95,047.52		95,047.52	
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,377,703.00	0.00	1,377,703.00	1,394,155.00	0.00	1,394,155.00	1.2%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
2600	Expanded Learning Opportunities Program	358,672.82	351,030.27
6266	Educator Effectiveness, FY 2021-22	487,172.76	0.00
6300	Lottery: Instructional Materials	35,313.28	35,313.28
6500	Special Education	146,667.19	511.73
6512	Special Ed: Mental Health Services	118,395.46	0.00
6546	Mental Health-Related Services	477.62	3,631.23
6547	Special Education Early Intervention Preschool Grant	140,174.00	0.00
6762	Arts, Music, and Instructional Materials Discretionary Block Grant	95,222.67	95,222.67
7311	Classified School Employee Professional Development Block Grant	13,299.10	13,104.10
7412	A-G Access/Success Grant	15,614.54	739.88
7413	A-G Learning Loss Mitigation Grant	13,795.00	0.00
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Staff	65,438.52	0.00
7435	Learning Recovery Emergency Block Grant	606,105.18	371,003.78
7810	Other Restricted State	14,905.00	14,905.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Section 17070.75)	34,907.95	0.00
9010	Other Restricted Local	175,781.49	281,142.15
Total, Restricted Balance		2,321,942.58	1,166,604.09

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	265,459.00	265,459.00	0.0%
2) Federal Revenue		8100-8299	55,295.00	55,295.00	0.0%
3) Other State Revenue		8300-8599	1,693,945.00	1,896,913.45	12.0%
4) Other Local Revenue		8600-8799	613,931.12	631,769.35	2.9%
5) TOTAL, REVENUES			2,628,630.12	2,849,436.80	8.4%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	600,360.56	685,817.21	14.2%
2) Classified Salaries		2000-2999	1,000,389.69	1,217,259.59	21.7%
3) Employee Benefits		3000-3999	539,192.80	683,778.97	26.8%
4) Books and Supplies		4000-4999	1,819,030.68	275,283.33	-84.9%
5) Services and Other Operating Expenditures		5000-5999	258,767.67	187,130.30	-27.7%
6) Capital Outlay		6000-6999	204,178.55	151,419.71	-25.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	70,000.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			4,491,919.95	3,200,689.11	-28.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,863,289.83)	(351,252.31)	-81.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,863,289.83)	(351,252.31)	-81.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,354,089.49	490,799.66	-79.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,354,089.49	490,799.66	-79.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,354,089.49	490,799.66	-79.2%
2) Ending Balance, June 30 (E + F1e)			490,799.66	139,547.35	-71.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	262,212.07	13,373.97	-94.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	228,587.59	126,173.38	-44.8%
Fund 11 Unrestricted	0000	9780	228,587.59		
Fund 11 Reserve	0000	9780		126,173.38	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,418,739.56		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	3,832.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,422,571.56		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			2,422,571.56		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	265,459.00	265,459.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			265,459.00	265,459.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	55,295.00	55,295.00	0.0%
TOTAL, FEDERAL REVENUE			55,295.00	55,295.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,635,945.00	1,844,219.45	12.7%
All Other State Revenue	All Other	8590	58,000.00	52,694.00	-9.1%
TOTAL, OTHER STATE REVENUE			1,693,945.00	1,896,913.45	12.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	30,000.00	30,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	55,066.33	55,066.33	0.0%
Fees and Contracts					
Adult Education Fees		8671	358,571.08	461,409.31	28.7%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	170,293.71	85,293.71	-49.9%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			613,931.12	631,769.35	2.9%
TOTAL, REVENUES			2,628,630.12	2,849,436.80	8.4%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	403,442.90	478,358.28	18.6%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Certificated Supervisors' and Administrators' Salaries		1300	196,917.66	207,458.93	5.4%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			600,360.56	685,817.21	14.2%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	508,677.01	626,384.16	23.1%
Classified Support Salaries		2200	148,368.97	158,500.97	6.8%
Classified Supervisors' and Administrators' Salaries		2300	87,468.00	93,216.82	6.6%
Clerical, Technical and Office Salaries		2400	234,773.25	292,061.30	24.4%
Other Classified Salaries		2900	21,102.46	47,096.34	123.2%
TOTAL, CLASSIFIED SALARIES			1,000,389.69	1,217,259.59	21.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	193,758.47	154,243.89	-20.4%
PERS		3201-3202	183,085.79	327,521.22	78.9%
OASDI/Medicare/Alternative		3301-3302	69,859.55	109,283.90	56.4%
Health and Welfare Benefits		3401-3402	47,175.10	35,113.92	-25.6%
Unemployment Insurance		3501-3502	7,981.34	10,462.37	31.1%
Workers' Compensation		3601-3602	34,923.42	45,581.91	30.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	2,409.13	1,571.76	-34.8%
TOTAL, EMPLOYEE BENEFITS			539,192.80	683,778.97	26.8%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,744,305.72	203,274.08	-88.3%
Noncapitalized Equipment		4400	74,724.96	72,009.25	-3.6%
TOTAL, BOOKS AND SUPPLIES			1,819,030.68	275,283.33	-84.9%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	12,049.00	15,025.00	24.7%
Dues and Memberships		5300	800.00	800.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1.00	500.00	49,900.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	230,380.37	154,588.00	-32.9%
Communications		5900	15,537.30	16,217.30	4.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			258,767.67	187,130.30	-27.7%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	153,328.55	103,419.71	-32.6%
Equipment		6400	50,850.00	48,000.00	-5.6%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			204,178.55	151,419.71	-25.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	70,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			70,000.00	0.00	-100.0%
TOTAL, EXPENDITURES			4,491,919.95	3,200,689.11	-28.7%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	265,459.00	265,459.00	0.0%
2) Federal Revenue		8100-8299	55,295.00	55,295.00	0.0%
3) Other State Revenue		8300-8599	1,693,945.00	1,896,913.45	12.0%
4) Other Local Revenue		8600-8799	613,931.12	631,769.35	2.9%
5) TOTAL, REVENUES			2,628,630.12	2,849,436.80	8.4%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		3,131,914.85	1,854,326.87	-40.8%
2) Instruction - Related Services	2000-2999		918,160.50	1,012,357.44	10.3%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		70,000.00	0.00	-100.0%
8) Plant Services	8000-8999		371,844.60	334,004.80	-10.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,491,919.95	3,200,689.11	-28.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,863,289.83)	(351,252.31)	-81.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(1,863,289.83)	(351,252.31)	-81.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,354,089.49	490,799.66	-79.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,354,089.49	490,799.66	-79.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,354,089.49	490,799.66	-79.2%
2) Ending Balance, June 30 (E + F1e)			490,799.66	139,547.35	-71.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	262,212.07	13,373.97	-94.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	228,587.59	126,173.38	-44.8%
Fund 11 Unrestricted	0000	9780	228,587.59		
Fund 11 Reserve	0000	9780		126,173.38	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
6391	Adult Education Program	262,212.07	13,373.97
Total, Restricted Balance		262,212.07	13,373.97

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	130,122.46	131,018.54	0.7%
4) Other Local Revenue		8600-8799	358,236.41	358,236.41	0.0%
5) TOTAL, REVENUES			488,358.87	489,254.95	0.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	64,604.00	67,759.20	4.9%
2) Classified Salaries		2000-2999	255,105.52	262,682.92	3.0%
3) Employee Benefits		3000-3999	117,306.64	129,114.65	10.1%
4) Books and Supplies		4000-4999	15,547.87	11,840.27	-23.8%
5) Services and Other Operating Expenditures		5000-5999	9,242.00	9,242.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	19,299.38	0.00	-100.0%
9) TOTAL, EXPENDITURES			481,105.41	480,639.04	-0.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			7,253.46	8,615.91	18.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	19,635.00	19,635.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			19,635.00	19,635.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			26,888.46	28,250.91	5.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	24,328.80	51,217.26	110.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,328.80	51,217.26	110.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,328.80	51,217.26	110.5%
2) Ending Balance, June 30 (E + F1e)			51,217.26	79,468.17	55.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	11,225.00	10,800.00	-3.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	39,992.26	68,668.17	71.7%
Fund 12 Child Development	0000	9780	39,992.26		
Child Development Reserve	0000	9780		68,668.17	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,225.60		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,225.60		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			2,225.60		
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	122,899.00	122,899.00	0.0%
All Other State Revenue	All Other	8590	7,223.46	8,119.54	12.4%
TOTAL, OTHER STATE REVENUE			130,122.46	131,018.54	0.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	(1,200.00)	(1,200.00)	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	(563.59)	(563.59)	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	360,000.00	360,000.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			358,236.41	358,236.41	0.0%
TOTAL, REVENUES			488,358.87	489,254.95	0.2%
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	64,604.00	67,759.20	4.9%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			64,604.00	67,759.20	4.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	36,271.70	38,075.29	5.0%
Classified Support Salaries		2200	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	218,833.82	224,607.63	2.6%
TOTAL, CLASSIFIED SALARIES			255,105.52	262,682.92	3.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	15,339.37	18,207.01	18.7%
PERS		3201-3202	57,984.32	64,758.91	11.7%
OASDI/Medicare/Alternative		3301-3302	18,016.16	18,498.85	2.7%
Health and Welfare Benefits		3401-3402	17,570.87	18,884.94	7.5%
Unemployment Insurance		3501-3502	1,598.53	1,651.85	3.3%
Workers' Compensation		3601-3602	6,797.39	7,113.09	4.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			117,306.64	129,114.65	10.1%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	14,347.87	11,840.27	-17.5%
Noncapitalized Equipment		4400	1,200.00	0.00	-100.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			15,547.87	11,840.27	-23.8%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	9,242.00	9,242.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			9,242.00	9,242.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	19,299.38	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			19,299.38	0.00	-100.0%
TOTAL, EXPENDITURES			481,105.41	480,639.04	-0.1%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	19,635.00	19,635.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			19,635.00	19,635.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			19,635.00	19,635.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	130,122.46	131,018.54	0.7%
4) Other Local Revenue		8600-8799	358,236.41	358,236.41	0.0%
5) TOTAL, REVENUES			488,358.87	489,254.95	0.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		161,326.08	166,992.54	3.5%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		300,479.95	313,646.50	4.4%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		19,299.38	0.00	-100.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			481,105.41	480,639.04	-0.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			7,253.46	8,615.91	18.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	19,635.00	19,635.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			19,635.00	19,635.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			26,888.46	28,250.91	5.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	24,328.80	51,217.26	110.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			24,328.80	51,217.26	110.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			24,328.80	51,217.26	110.5%
2) Ending Balance, June 30 (E + F1e)			51,217.26	79,468.17	55.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	39,992.26	68,668.17	71.7%
Fund 12 Child Development	0000	9780	39,992.26		
Child Development Reserve	0000	9780		68,668.17	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5058	Child Development: Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act - One-time Stipend	425.00	0.00
5059	Child Development: ARP California State Preschool Program One- time Stipend	10,800.00	10,800.00
Total, Restricted Balance		11,225.00	10,800.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	407,136.38	365,536.60	-10.2%
3) Other State Revenue		8300-8599	941,000.00	941,000.00	0.0%
4) Other Local Revenue		8600-8799	19,854.30	19,854.30	0.0%
5) TOTAL, REVENUES			1,367,990.68	1,326,390.90	-3.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	335,220.59	410,614.33	22.5%
3) Employee Benefits		3000-3999	110,505.64	129,314.96	17.0%
4) Books and Supplies		4000-4999	594,377.07	563,536.60	-5.2%
5) Services and Other Operating Expenditures		5000-5999	34,165.00	33,387.00	-2.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,074,268.30	1,136,852.89	5.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			293,722.38	189,538.01	-35.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			293,722.38	189,538.01	-35.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	534,680.62	828,403.00	54.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			534,680.62	828,403.00	54.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			534,680.62	828,403.00	54.9%
2) Ending Balance, June 30 (E + F1e)			828,403.00	1,017,941.01	22.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	13,994.23	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	814,380.13	1,017,883.73	25.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	28.64	57.28	100.0%
Fund 13 Unrestricted	0000	9780	28.64		
Cafeteria Reserve	0000	9780		57.28	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	546,284.35		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	13,994.23		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			560,278.58		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	30.45		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			30.45		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			560,248.13		
FEDERAL REVENUE					
Child Nutrition Programs		8220	407,136.38	365,536.60	-10.2%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			407,136.38	365,536.60	-10.2%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	941,000.00	941,000.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			941,000.00	941,000.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	9,500.00	9,500.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	10,354.30	10,354.30	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			19,854.30	19,854.30	0.0%
TOTAL, REVENUES			1,367,990.68	1,326,390.90	-3.0%
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	211,905.51	284,386.49	34.2%
Classified Supervisors' and Administrators' Salaries		2300	123,315.08	126,227.84	2.4%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			335,220.59	410,614.33	22.5%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	65,808.39	81,832.41	24.3%
OASDI/Medicare/Alternative		3301-3302	23,274.02	29,118.90	25.1%
Health and Welfare Benefits		3401-3402	11,415.83	7,365.74	-35.5%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Unemployment Insurance		3501-3502	1,680.01	2,053.07	22.2%
Workers' Compensation		3601-3602	7,319.45	8,944.84	22.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,007.94	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			110,505.64	129,314.96	17.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	61,240.69	62,000.00	1.2%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	533,136.38	501,536.60	-5.9%
TOTAL, BOOKS AND SUPPLIES			594,377.07	563,536.60	-5.2%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	843.00	857.00	1.7%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	12,500.00	25,000.00	100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	18,332.00	6,600.00	-64.0%
Communications		5900	2,490.00	930.00	-62.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			34,165.00	33,387.00	-2.3%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,074,268.30	1,136,852.89	5.8%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	407,136.38	365,536.60	-10.2%
3) Other State Revenue		8300-8599	941,000.00	941,000.00	0.0%
4) Other Local Revenue		8600-8799	19,854.30	19,854.30	0.0%
5) TOTAL, REVENUES			1,367,990.68	1,326,390.90	-3.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		1,074,268.30	1,136,852.89	5.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,074,268.30	1,136,852.89	5.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			293,722.38	189,538.01	-35.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			293,722.38	189,538.01	-35.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	534,680.62	828,403.00	54.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			534,680.62	828,403.00	54.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			534,680.62	828,403.00	54.9%
2) Ending Balance, June 30 (E + F1e)			828,403.00	1,017,941.01	22.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	13,994.23	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	814,380.13	1,017,883.73	25.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	28.64	57.28	100.0%
Fund 13 Unrestricted	0000	9780	28.64		
Cafeteria Reserve	0000	9780		57.28	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	814,380.13	1,017,883.73
Total, Restricted Balance		814,380.13	1,017,883.73

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	93,372.00	93,372.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,482.67	4,482.67	0.0%
5) TOTAL, REVENUES			97,854.67	97,854.67	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	182,352.63	80,000.00	-56.1%
5) Services and Other Operating Expenditures		5000-5999	64,947.37	183,646.98	182.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			247,300.00	263,646.98	6.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(149,445.33)	(165,792.31)	10.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	200,000.00	200,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			200,000.00	200,000.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			50,554.67	34,207.69	-32.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	173,872.99	224,427.66	29.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			173,872.99	224,427.66	29.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			173,872.99	224,427.66	29.1%
2) Ending Balance, June 30 (E + F1e)			224,427.66	258,635.35	15.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	224,427.66	258,635.35	15.2%
Deferred Maintenance	0000	9780	224,427.66		
Deferred Maintenance Reserve	0000	9780		258,635.35	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	332,430.76		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			332,430.76		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			332,430.76		
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	93,372.00	93,372.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			93,372.00	93,372.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,000.00	2,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	2,482.67	2,482.67	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,482.67	4,482.67	0.0%
TOTAL, REVENUES			97,854.67	97,854.67	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	182,352.63	80,000.00	-56.1%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			182,352.63	80,000.00	-56.1%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	51,300.39	10,000.00	-80.5%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	13,646.98	173,646.98	1,172.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			64,947.37	183,646.98	182.8%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			247,300.00	263,646.98	6.6%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	200,000.00	200,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			200,000.00	200,000.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			200,000.00	200,000.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	93,372.00	93,372.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,482.67	4,482.67	0.0%
5) TOTAL, REVENUES			97,854.67	97,854.67	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		247,300.00	263,646.98	6.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			247,300.00	263,646.98	6.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(149,445.33)	(165,792.31)	10.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	200,000.00	200,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			200,000.00	200,000.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			50,554.67	34,207.69	-32.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	173,872.99	224,427.66	29.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			173,872.99	224,427.66	29.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			173,872.99	224,427.66	29.1%
2) Ending Balance, June 30 (E + F1e)			224,427.66	258,635.35	15.2%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	224,427.66	258,635.35	15.2%
Deferred Maintenance	0000	9780	224,427.66		
Deferred Maintenance Reserve	0000	9780		258,635.35	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	254.58	254.58	0.0%
5) TOTAL, REVENUES			254.58	254.58	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			254.58	254.58	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			254.58	254.58	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,152.51	6,407.09	4.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,152.51	6,407.09	4.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,152.51	6,407.09	4.1%
2) Ending Balance, June 30 (E + F1e)					
			6,407.09	6,661.67	4.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	6,407.09	6,661.67	4.0%
Special Reserve Post Employment	0000	9780	6,407.09		
Postemployment Benefits Reserve	0000	9780		6,661.67	
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,395.96		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments					
		9150	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			6,395.96		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
(G10 + H2) - (I6 + J2)			6,395.96		
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	98.00	98.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	156.58	156.58	0.0%
TOTAL, OTHER LOCAL REVENUE			254.58	254.58	0.0%
TOTAL, REVENUES			254.58	254.58	0.0%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	254.58	254.58	0.0%
5) TOTAL, REVENUES			254.58	254.58	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			254.58	254.58	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			254.58	254.58	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,152.51	6,407.09	4.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,152.51	6,407.09	4.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,152.51	6,407.09	4.1%
2) Ending Balance, June 30 (E + F1e)			6,407.09	6,661.67	4.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	6,407.09	6,661.67	4.0%
Special Reserve Post Employment	0000	9780	6,407.09		
Postemployment Benefits Reserve	0000	9780		6,661.67	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	240,116.69	240,116.69	0.0%
5) TOTAL, REVENUES			240,116.69	240,116.69	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	118,702.74	85,849.68	-27.7%
3) Employee Benefits		3000-3999	44,565.11	33,900.30	-23.9%
4) Books and Supplies		4000-4999	1,301,815.99	267,742.21	-79.4%
5) Services and Other Operating Expenditures		5000-5999	983,162.00	282,250.00	-71.3%
6) Capital Outlay		6000-6999	7,012,991.61	4,688,775.00	-33.1%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			9,461,237.45	5,358,517.19	-43.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(9,221,120.76)	(5,118,400.50)	-44.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	5,871,750.00	5,871,750.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions					
		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			5,871,750.00	5,871,750.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(3,349,370.76)	753,349.50	-122.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,511,729.63	3,162,358.87	-51.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,511,729.63	3,162,358.87	-51.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,511,729.63	3,162,358.87	-51.4%
2) Ending Balance, June 30 (E + F1e)					
			3,162,358.87	3,915,708.37	23.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,083,595.05	3,780,652.29	22.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	78,763.82	135,056.08	71.5%
Unrestricted Interested from Building Funds	0000	9780	78,763.82		
Interest for Building Fund	0000	9780		135,056.08	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,433,337.75		
1) Fair Value Adjustment to Cash in County Treasury		9111	.01		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			4,433,337.76		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	54.07		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			54.07		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			4,433,283.69		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	48,731.68	48,731.68	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	166,385.01	166,385.01	0.0%
Other Local Revenue					
All Other Local Revenue		8699	25,000.00	25,000.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			240,116.69	240,116.69	0.0%
TOTAL, REVENUES			240,116.69	240,116.69	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Clerical, Technical and Office Salaries		2400	118,702.74	85,849.68	-27.7%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			118,702.74	85,849.68	-27.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	29,944.90	23,265.27	-22.3%
OASDI/Medicare/Alternative		3301-3302	9,039.46	6,479.36	-28.3%
Health and Welfare Benefits		3401-3402	1,856.32	1,856.29	0.0%
Unemployment Insurance		3501-3502	593.52	429.22	-27.7%
Workers' Compensation		3601-3602	3,130.91	1,870.16	-40.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			44,565.11	33,900.30	-23.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	391,536.96	136,742.21	-65.1%
Noncapitalized Equipment		4400	910,279.03	131,000.00	-85.6%
TOTAL, BOOKS AND SUPPLIES			1,301,815.99	267,742.21	-79.4%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	93,652.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	889,510.00	282,250.00	-68.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			983,162.00	282,250.00	-71.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	279,990.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	1,267,148.66	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	5,465,852.95	4,688,775.00	-14.2%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			7,012,991.61	4,688,775.00	-33.1%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			9,461,237.45	5,358,517.19	-43.4%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	5,871,750.00	5,871,750.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			5,871,750.00	5,871,750.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			5,871,750.00	5,871,750.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	240,116.69	240,116.69	0.0%
5) TOTAL, REVENUES			240,116.69	240,116.69	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		9,461,237.45	5,358,517.19	-43.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			9,461,237.45	5,358,517.19	-43.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(9,221,120.76)	(5,118,400.50)	-44.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	5,871,750.00	5,871,750.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			5,871,750.00	5,871,750.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			(3,349,370.76)	753,349.50	-122.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,511,729.63	3,162,358.87	-51.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,511,729.63	3,162,358.87	-51.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,511,729.63	3,162,358.87	-51.4%
2) Ending Balance, June 30 (E + F1e)			3,162,358.87	3,915,708.37	23.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	3,083,595.05	3,780,652.29	22.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	78,763.82	135,056.08	71.5%
Unrestricted Interested from Building Funds	0000	9780	78,763.82		
Interest for Building Fund	0000	9780		135,056.08	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	3,083,595.05	3,780,652.29
Total, Restricted Balance		3,083,595.05	3,780,652.29

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	272,747.00	272,747.00	0.0%
5) TOTAL, REVENUES			272,747.00	272,747.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	200,000.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	29,770.00	165,000.00	454.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	120,560.25	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			350,330.25	165,000.00	-52.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(77,583.25)	107,747.00	-238.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	200,000.00	200,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			200,000.00	200,000.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			122,416.75	307,747.00	151.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	485,814.21	608,230.96	25.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			485,814.21	608,230.96	25.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			485,814.21	608,230.96	25.2%
2) Ending Balance, June 30 (E + F1e)			608,230.96	915,977.96	50.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	608,230.96	915,977.96	50.6%
Special Reserve Funds	0000	9780	608,230.96		
Capital Outlay Projects Reserve	0000	9780		915,977.96	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
G. ASSETS					
1) Cash					
a) in County Treasury		9110	775,916.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			775,916.65		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			775,916.65		
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	264,047.00	264,047.00	0.0%
Interest		8660	8,700.00	8,700.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			272,747.00	272,747.00	0.0%
TOTAL, REVENUES			272,747.00	272,747.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	183,000.00	0.00	-100.0%
Noncapitalized Equipment		4400	17,000.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			200,000.00	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	20,000.00	100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	19,770.00	145,000.00	633.4%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			29,770.00	165,000.00	454.2%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	3,524.25	0.00	-100.0%
Other Debt Service - Principal		7439	117,036.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			120,560.25	0.00	-100.0%
TOTAL, EXPENDITURES			350,330.25	165,000.00	-52.9%
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: Special Reserve Fund From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	200,000.00	200,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			200,000.00	200,000.00	0.0%
INTERFUND TRANSFERS OUT					
From: Special Reserve Fund To: General Fund/CSSF		7612	0.00	0.00	0.0%
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			200,000.00	200,000.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	272,747.00	272,747.00	0.0%
5) TOTAL, REVENUES			272,747.00	272,747.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		229,770.00	165,000.00	-28.2%
9) Other Outgo	9000-9999	Except 7600-7699	120,560.25	0.00	-100.0%
10) TOTAL, EXPENDITURES			350,330.25	165,000.00	-52.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)			(77,583.25)	107,747.00	-238.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	200,000.00	200,000.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			200,000.00	200,000.00	0.0%
E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)			122,416.75	307,747.00	151.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	485,814.21	608,230.96	25.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			485,814.21	608,230.96	25.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			485,814.21	608,230.96	25.2%
2) Ending Balance, June 30 (E + F1e)			608,230.96	915,977.96	50.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	608,230.96	915,977.96	50.6%
Special Reserve Funds	0000	9780	608,230.96		
Capital Outlay Projects Reserve	0000	9780		915,977.96	
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Public Hearing of the Pacific Grove Unified School District Local Control and Accountability Plan

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board hold a public hearing and review the Pacific Grove Unified School District Local Control and Accountability Plan (LCAP) for the 2023-2024 school year.

BACKGROUND:

The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for our district to share our stories of how, what, and why programs and services are selected to meet our local needs. Educational partner feedback about our current plan is integral to the process of developing the LCAP.

INFORMATION:

PGUSD is completing the second year of our current three-year LCAP. Our current goals encompass a broad range of services designed to serve all students. We are also required to clearly state which services specifically support our unduplicated pupil population (low-income students, Foster youth, and English learners) and other targeted groups (students with disabilities, students experiencing homelessness, and Hispanic students) with a goal of closing the achievement gap to our general population. Important components of the plan are:

- Budget Overview for Parents
- Plan Summary
- Engaging Educational Partners
- Goals and Actions
- Increased or Improved Services for Foster Youth, English Learners, and Low-income students
- Action Tables
- Instructions

Feedback from educational partners informed every aspect of this year's LCAP. The document reflects the ideas and input from families, students, teachers, classified staff, administration, and community members. The current plan will be in place through the end of next year at which point a new three-play will be developed.

FISCAL IMPACT:

The fiscal impact of the planned actions for 2023-2024 are documented in the LCAP.

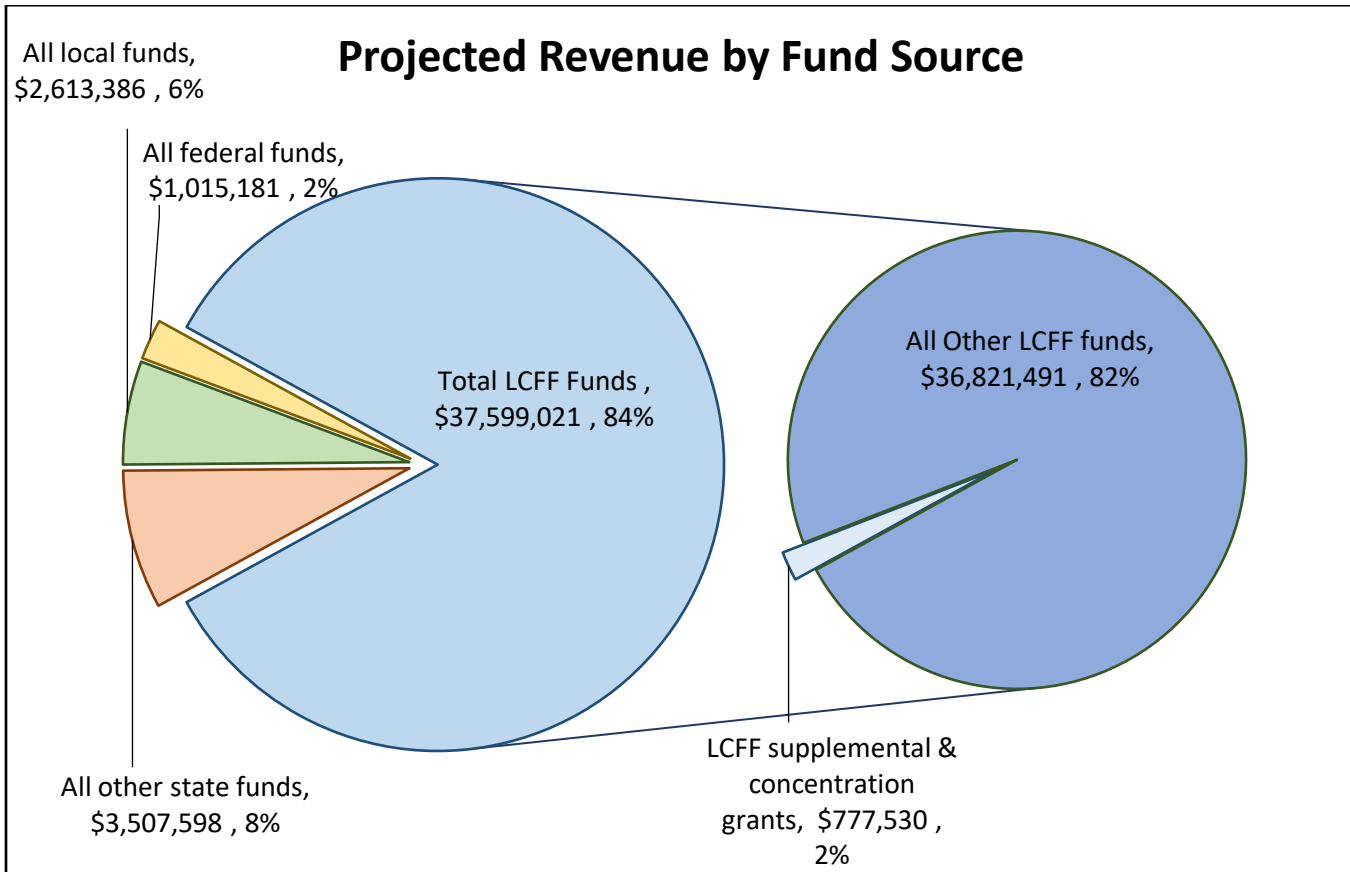


LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Pacific Grove Unified School District
CDS Code: 27661340000000
School Year: 2023-24
LEA contact information:
Buck Roggeman
Director of Curriculum & Special Projects
broggeman@pgusd.org
831 646-6526

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2023-24 School Year

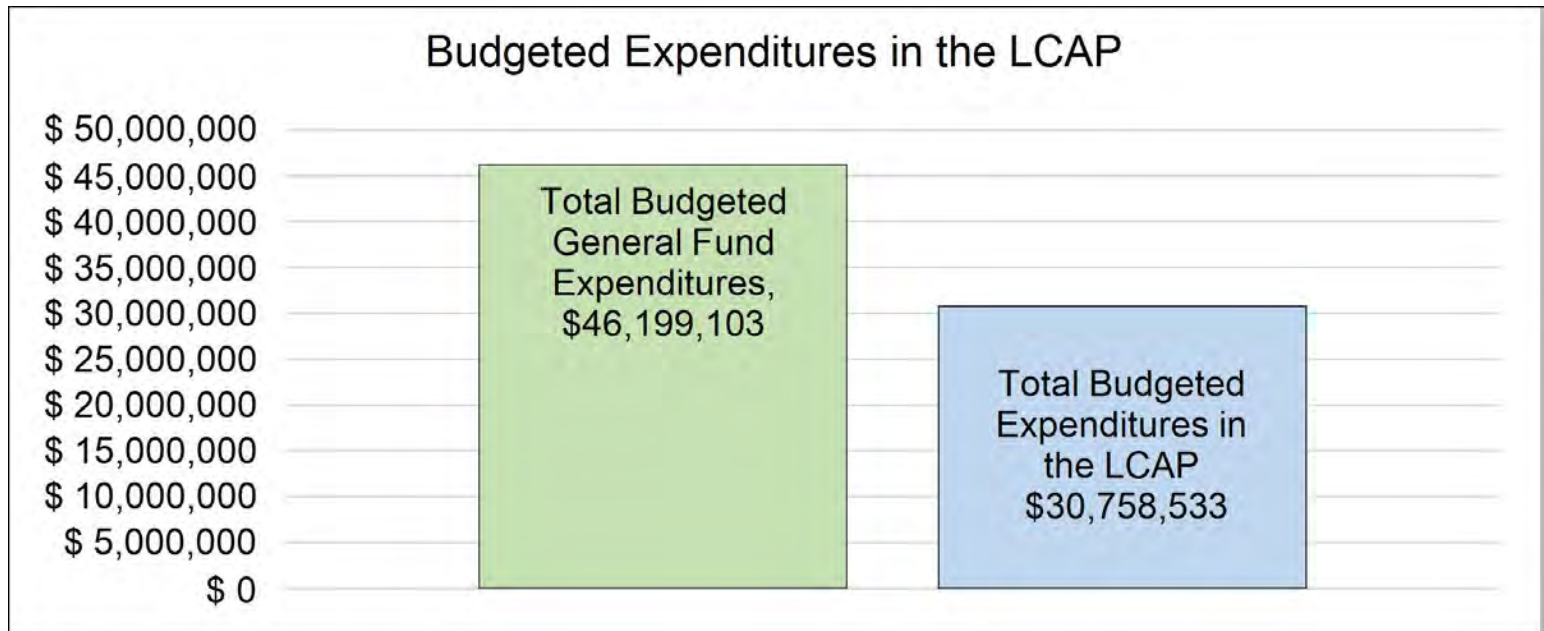


This chart shows the total general purpose revenue Pacific Grove Unified School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Pacific Grove Unified School District is \$44,735,186, of which \$37,599,021 is Local Control Funding Formula (LCFF), \$3,507,598 is other state funds, \$2,613,386 is local funds, and \$1,015,181 is federal funds. Of the \$37,599,021 in LCFF Funds, \$777,530 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Pacific Grove Unified School District plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Pacific Grove Unified School District plans to spend \$46,199,103 for the 2023-24 school year. Of that amount, \$30,758,533 is tied to actions/services in the LCAP and \$15,440,570 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

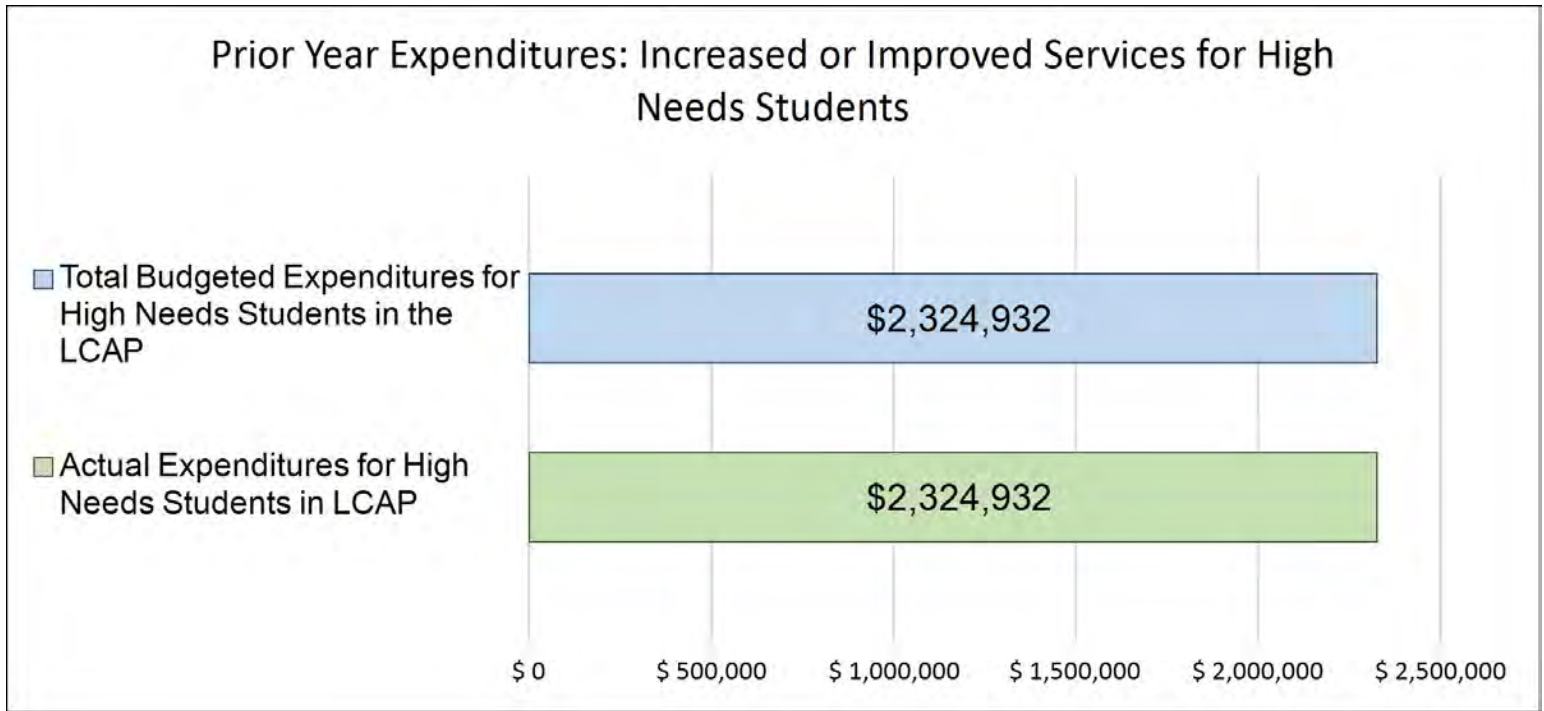
The \$15,440,570 will be used to pay for employee benefits (3000 object code), services (5000), other outgo expenditure (7000 object code).

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Pacific Grove Unified School District is projecting it will receive \$777,530 based on the enrollment of foster youth, English learner, and low-income students. Pacific Grove Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Pacific Grove Unified School District plans to spend \$1,160,955 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Pacific Grove Unified School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Pacific Grove Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Pacific Grove Unified School District's LCAP budgeted \$2,324,932 for planned actions to increase or improve services for high needs students. Pacific Grove Unified School District actually spent \$2,324,932 for actions to increase or improve services for high needs students in 2022-23.



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Pacific Grove Unified School District	Buck Roggeman Director of Curriculum & Special Projects	broggeman@pgusd.org 831 646-6526

Plan Summary [2023-24]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Pacific Grove Unified School District (PGUSD) provides public education to students in grades transitional kindergarten through twelfth grade. In addition, we offer a special education preschool and an adult transition program, ages 18-22, for students who reside in Pacific Grove and a portion of Pebble Beach.

There are two elementary schools – Robert Down and Forest Grove, one middle school – Pacific Grove Middle School, one comprehensive high school - Pacific Grove High School, and one alternative high school – Pacific Grove Community High School. The District serves a diverse student population with a total enrollment of 1,781 comprised of 58.3% white, 20.0% Hispanic, 10.6% Asian, 5.4% two or more, 1.7% African American, 0.7% Pacific Islander, 0.6% Filipino, 0.6% American Indian, 1.7% not reported, 3.8% English learners, 17.1% Socio Economically disadvantaged.

All students in Pacific Grove Unified are taught by highly qualified and appropriately assigned teachers with instructional materials that support the implementation of the California State Standards for all core content areas. In addition to our instructional base program, all students receive physical education and a robust music program that includes vocal and instrumental instruction in grades TK-12 with appropriately assigned teachers.

For students to thrive academically, we also address their social and emotional needs through a variety of programs at all of the school sites. We provide counseling services and school psychologists to ensure students' social and emotional needs are met.

PGUSD is dedicated to preparing students for college and careers with 21st-century skills. Our district keeps elementary class sizes low, especially in the primary grades. The goal of our elementary schools is to promote strong literacy and mathematics instruction to support critical thinking in all content areas. The middle school builds on this foundation with content-area instruction that further develops students' abilities to effectively communicate orally and in writing, think critically, collaborate, and extend learning through creativity and innovation. The high school offers academic counseling to guide students with various options for college or career through Career Technical Education pathways, courses aligned to A to G requirements, a variety of advanced placement courses, and dual enrollment courses with Monterey Peninsula College.

English language learners are supported by staff with the appropriate credential to instruct students of various language levels. Students who have been identified with disabilities are taught by appropriately credentialed staff who meet each student's needs through the Individual Education Plan process. Currently, our district serves 14.7% of Students with Disabilities and .2% Foster youth. We strive to ensure all students receive the appropriate support to ensure college and career readiness upon high school graduation.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

After a careful analysis of the District's performance on the multiple indicators, a majority of our students are meeting or exceeding the standards in grades 3-8 and 11 in English Language and Mathematics as indicated by student performance on statewide assessments. This shows the implementation of an effective educational program for our students. On the California Assessment of Performance and Progress (CaASPP) English Language Arts assessment, 74.54% of our students met or exceeded state standards. CaASPP Mathematics assessments, 57.45% of students met or exceeded standards. Similar to other districts, Pacific Grove Unified School District experienced a decrease in performance levels compared to pre-pandemic numbers. Our English Language Arts scores dropped by 4% while our mathematics scores decreased by 8%. Overall, our performance represents a success when considering the social emotional toll the pandemic took on students, families, staff.

PGUSD's graduation rates are very high, suspension rates are very low, and reclassified English learners perform at or better than their English only counterparts in English Language Arts assessments and are close to English only students in mathematics assessments.

The district's suspension rate was low with only 1.3% of students being suspended for at least one day and no student group falling in the very high, high, or medium categories.

In 2021-2022, we increased our number of student completing A-G requirements for entry into the UC/CSU system to 63%, up from 59% in 2020-2021. Our advanced placement passing rate also remains very high with 75% of students receiving a score of 3 or above in 2021-2022, up 2% over the previous year's numbers.

Although the 2022 California dashboard did not include metrics for College and career readiness, we have shown improvement in this area in the past. We showed an improvement in the 2020 College and Career readiness as compared to the 2019 readiness data with an overall improvement from 60% prepared to 69% prepared. All target groups made positive gains as well: Socio-economically challenged improved from 43% prepared to 48% prepared, Hispanic 40% prepared to 64%.

In 2022, our graduation rate reached 93.2% which compares favorably to our recent history. 2018-2019 (92.6% graduated), 2019-2020 (95.3%), 20210-2021 (93.9%). More impressively, the graduation rate of socioeconomically disadvantaged students reached a high of 96.2%.

We are implementing our plan to use the Measures of Academic Progress Assessments three times a year to monitor student progress especially for our English learners, low income, special needs, and foster/homeless youth. In addition to this assessment, we will continue to monitor student progress through the analysis of student work at the classroom level to meet students where they are instructionally. Teachers and staff will collaborate and share best practices in support of student learning.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Chronic absenteeism has been identified as an area of need in the past, and our data from 2021-2022 indicates that it continues to be a need. With an emphasis on health and efforts to keep the spread COVID-19 to a minimum, the district encouraged families to keep sick children home. With our return to in person instruction last year, this messaging continued as we wanted to emerge from the pandemic as smoothly as possible. In the current year, we have leveraged new intervention programs such as mental health counseling to triangulate information on students with high rates of absenteeism.

We continue to identify students with learning gaps, especially our English learners, socio-economically challenged, special needs, and homeless/foster youth. State testing results revealed that in English language arts our socioeconomically disadvantaged youth performed two levels below our general student population while our English learners and students with disabilities were three levels below them. In math, our English learners, socioeconomically disadvantaged youth, Hispanic students, and students with disabilities all performed two levels below that of our general student population.

Based on local assessments, the identified target groups receive increased and improved services honing in on specific skill gaps through our intervention supports at the elementary level. At the middle and high schools, an increase in support classes have been added for credit recovery, advisory periods, and additional productive study classes offered at the high school. These supports will continue into the coming year.

Ongoing collaborative discussions and analysis of formative assessments at grade level and department meetings focus on refining and increasing services to meet the needs of target groups at each site. This information helps to identify specific target groups by school site, content area, and any additional areas of intervention support to determine if intervention efforts are being successful.

Furthermore, the work being done at each site to address the social and emotional needs of students is ongoing. The pandemic and its effects continue to require increased support in the area of social and emotional wellness to make school a safe place where all students thrive. PGUSD will access the expertise of our Mental Health Therapists to develop professional growth opportunities for staff, so they can better understand our students' mental health needs and take specific steps to address those needs in the instructional setting. An integral aspect of our SEL goal is continuing our cultural proficiency work to ensure that all students see themselves and their experience reflected in our curriculum and valued during their time at school. PGUSD is working to shift our perspective, so all our educational partners understand that our diversity is a strength.

Our school wide efforts to address the social emotional needs of students will continue. This effort includes the implementation of Toolbox at the elementary schools, Character Strong at the Middle School and Restorative Practices at the high school to address the needs of all our students. With additional grant funding through supplemental one-time state and federal programs, we have added one counseling position at the high school and a mental health professional at the elementary level. The Middle School received a grant from CalHope that will support the school with additional counseling and other social-emotional supports for students.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The key features in the 2021-24 LCAP are PGUSD's 3 goals.

Goal 1: The first goal emphasizes equity by building positive, safe, and stimulating educational program for ALL students, so they are college and/or career ready upon graduation. Pacific Grove High School is transitioning to an 8-period day to provide more opportunities for students to broaden their course of study. Pacific Grove Middle School and both elementary schools have added Spanish to their instructional programs, and PGHS added a local world language testing pathway which resulted in more students earning the State Seal of Biliteracy.

Goal 2: Our second goal recognizes the impact of the pandemic on the social emotional well-being of our educational community. Understanding this situation, PGUSD will advance educational equity and excellence by focusing on the social, emotional, and mental health of our school community by creating a safe and affirming school environment and culture that supports and encourages school connectedness and resiliency. We will be leveraging the expertise of our mental health staff and counseling team to provide training for staff

to serve our students' mental health needs more effectively. We will also expand on parent education opportunities, so our families are better equipped to move forward out of the pandemic malaise.

Goal 3: The third goal maintains our focus on our system of support for our unduplicated pupil populations (economically disadvantaged youth, students with disabilities, foster youth, and English learners). PGUSD will continue to fortify our robust intervention programs at the elementary, middle, and high schools. The district has expanded intervention at all sites to address the learning gaps developed during the pandemic. The data reveals that these intervention service enhancements continue to be necessary, so they will continue into 2023-2024.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

District Level

Pacific Grove Unified School District takes a structured, layered approach to receiving feedback from our educational partners. Feedback from our educational partners is actively sought and received at the district and school site levels. One key aspect of our feedback system is the alignment of our School Plans for Students Achievement (SPSA) to our Local Control Accountability Plan. Because site goals are aligned with our district goals, the specific actions that our sites take to improve fall under the eight state priorities. When our School Site Councils work to develop their plan for reaching the goals listed in their SPSA's, their site plans support the LCAP.

At the district level, our educational partners drive the development of the Local Control Accountability Plan and the actions taken in support of its goals. Our partners include but are not limited to families, students, the Pacific Grove Teachers Association, the Classified State Employees Association, city officials, and community members. Pacific Grove Unified School District uses multiple methods to gather this input for the LCAP. The most direct manner in which feedback is gathered is through our LCAP Parent Advisory Group meetings. Parents representing a diverse group of students at our elementary and secondary schools comprise the committee which also includes administrators from throughout the district. The LCAP advisory team met five times this year with a specific purpose for each meeting: 1. An overview of the LCAP, 2. Review goal one, 3. Review goal two, 4. Review goal three, and 5. Review and help complete the LCAP draft plan. The district also held two meetings with our District English Language Advisory Committee - one at the beginning of the year and one toward the end.

PGUSD recognizes the need to engage our educational partners who may be hesitant to join committees. With this in mind, the district conducted an analysis of where most of our unduplicated pupil population lives and held an outreach meeting at a park in the neighborhood with the greatest number of these students. Although more informal in nature, the feedback from the PGUSD Park Party provided a fresh voice from families that we do not usually reach. District wide, we also capture family voice through the parent version of the California Healthy Kids Survey. This year, we had 295 parents respond. To help keep families informed, the district sends out a weekly newsletter and a summary of action taken after school board meetings.

The district regularly welcomes and receives feedback from our employee groups. These meetings occur every other month and include union leadership, the Superintendent, the Assistant Superintendent, and the Director of Human Resources. The negotiations process also identifies needs of our employee groups which are addressed in a structured, respectful manner throughout the negotiations period.

The district also conducts monthly management meetings where district and site concerns are discussed. A similar meeting with District Office staff is held on Fridays following School Board meetings, so our confidential employees can receive an update on school board topics and have a forum to bring forward ideas to improve our work flow.

Finally, our educational partners often actively engage at our school board meetings and provide feedback about our programs and practices.

Site Level

The School Site Councils are the most structured feedback venue for our educational partners. These groups develop the School Plans for Student Achievement at each of our sites. During this process, each of the sites share the actions implemented throughout the school year along with the measurable outcomes for those actions. With this information, educational partners are able to provide specific input and direction for actions to be implemented in this and the following school year. This is done intentionally to involve all stakeholders with multiple opportunities to provide feedback on annual updates and future goals in a meaningful way.

Generally, at all of the schools, the educational partner feedback process includes Site Councils, leadership team meetings, staff meetings, student surveys/focus groups, and virtual principal check-ins. Each site also sends a weekly update (newsletter) to our families. Our sites send the updates on different days of the week, so our families are not inundated with too much information at once.

The following are the meeting schedules for each of the sites and the educational partners involved in those meetings:

High School/Community High School

Site Council meetings: quarterly

Leadership meetings (Department Chairs and Instructional Leadership Team): Monthly from August to May

Staff meetings: PGHS - monthly faculty meetings, monthly professional development meetings. PGCHS - weekly staff meetings.

Student surveys/focus groups: This year, the administration and TOSA utilized several different data instruments throughout the year to gain insight into the current state of student learning, both in terms of academic growth and social-emotional health. Input from this report combined with data analysis from other collection instruments, such as the CORE SEL survey, MAP results, and the CHKS, help provide the impetus for and serve as a rationale for programmatic decisions.

Middle School:

School Site Council: monthly meetings

PGMS Site Leadership: Instructional Leadership Team (meets monthly): The team looked at Map assessment data, Olweus student survey data, and CoreSEL Student survey data to determine the next steps in the progress monitoring of site goals.

Staff Meetings: Monthly: staff members were presented with the site goals and data on the at-risk student populations and discussed how to differentiate instruction to meet student needs.

PTSA: Triannual meetings with the PTSA board and general membership

Principal Check-Ins and Parent Nights: Quarterly check-in meetings as well three Parent Nights where parents were able to discuss content related to the middle school SEL movie series.

Student surveys/focus groups - Core SEL and Olweus Bullying Survey (Administered Quarter 1 and quarter 4) and California Healthy Kids Survey quarter 2.

Forest Grove:

Principal Check-In for Families - Held monthly on the second or third Tuesday of the month.

Leadership team meetings - Held monthly

Staff Meetings - Held monthly
 Staff Check-In - Held every other month
 School Site Council Meetings - Held monthly
 Student Council Meetings - Held monthly

Robert Down:

Site Council meetings: Monthly from September to May
 Leadership meetings: Monthly from August to May
 Staff meetings: monthly or bimonthly meetings as needed.
 PTA Meetings: quarterly

Student Services: The Director of Student Services attends monthly SELPA meetings. Meetings provide direction from the CDE on current assembly bills that directly impact policy and procedures as they relate to compliance with federal law. SELPA provides direction and support in the development and submission of required annual reports such as; CALPADS, Personnel Data report, Performance Indicator Review reports, Annual Service Pan, Compliance Reviews, and corrective action plans. In addition, the SELPA provides professional development at the Monterey County Office of Education that focuses on best educational practices and the improvement of services to SWDs. PGUSD SpEd staff are encouraged and financially supported to attend any training pertinent to their assignment. Examples of PD attended by PGUSD staff include; The Autism Series, CAPTAIN training, Assistive Technology Series, and Legally Defensible IEP Notes. In addition, The SELPA provides on-site professional development at the district's request. For instance, SELPA program specialists provided training to district sped teachers and paraprofessionals on Applied Behavioral Analysis and data collection. The SELPA Director and Program Specialists are available for consultation by phone and email at all times for specific questions regarding cases and improving best practices.

A summary of the feedback provided by specific educational partners.

District Level

Our primary source of feedback has come from our LCAP Parent Advisory Committee represented by a diverse group of parents from the elementary and secondary levels. We have parents of English learners and students with disabilities represented on our committee.

With regard to the district's focus on providing equitable access to PGUSD programs for all students, parent feedback requested that the district examine its programs and procedures to eliminate exclusionary practices. Parents emphasized the importance of students knowing about special programs and internships that are available to them. Also, parents advocated for meaningful access for our neurodivergent children in mainstream programming. Finally, parents said that the district needs to clarify what is meant when we talk about "equity" and "cultural proficiency" to help avoid misunderstandings that could interfere with the implementation of equity action steps.

LCAP Goal 1 - Parents recognized that our high graduation rate and test scores above the state average are indicators of a quality academic program. They were relieved to hear that the high school is focusing professional development on examining its grading practices. Parents expressed concern over the physical condition of our school sites with the most passionate feedback focusing on the condition of our high school facility. The district responded by shifting the Measure D Facilities bond project list to prioritize installing new roofs and painting at the

high school and Forest Grove Elementary. Concerning community service, parents suggested identifying volunteer opportunities that are aligned with student interest to make the program more meaningful. Parents suggested having high school students assist our younger learners as part of a community service as well. The committee also raised concerns about credit recovery classes lacking human contact and interaction when classes are provided online.

LCAP Goal 2 - Parents responded positively to social emotional learning supports that PGUSD implemented in 2022-2023. There was strong praise for the work of the mental health professionals at the high school and middle school. Parents were eager for the mental health professional to be hired at the elementary level. The committee expressed concern over losing programs funded with one time money that supports social emotional learning, specifically mentioning the need for the district to continue funding mental health professionals at the sites. The stress associated with make-up work due to absences was stated as a concern. Committee members expressed a strong endorsement for a "Wellness Fair" where families could learn about mental health resources offered in our area. The committee also talked about the importance of welcoming parent volunteers back on campus and using parent voices to help communicate the importance of participating in school life and completing district surveys.

LCAP Goal 3 - The feedback we received on goal 3 focused on the social emotional aspect of intervention on behalf of our students. Parents requested that the high school expand on its efforts to address mental health, so the district will increase professional development activities in this area. Our advisory committee also identified the importance of our cultural proficiency work to help address the academic and social emotional needs of our students. Committee members expressed a desire to include our recently fluent English Proficient students in our tutoring programs. They feel these students could help English only students with their world language studies in addition to serving as good role models for students on the path to English fluency. The team also sees an opportunity for peer tutoring using our advanced secondary students to work with our elementary pupils.

Pacific Grove High school:

PGHS and PGCHS feedback indicated a continued need to meet the social-emotional needs of students. Feedback indicates a need to provide academic support to students within the school day, and as a result, PGHS will increase the number of Independent Productive Study classes for the 2023-24 school year (three classes to five classes). Staff identified a need to increase diversity in our curriculum. Student information was gathered through the California Healthy Kids Survey. Based on the data there is a need to increase "meaningful participation at school." Site administration will work closely with all educational partners to meet the identified needs.

Some of the other programs that will be put in place next year that are a result of data-informed decisions are:

Instructional Leadership Team - The school will continue to fund an instructional leadership team (ILT). The team's work in 2022-2023 focused on examining current grading practices and adopting new ones that are intended to create more access and motivation for students. The ILT also will continue to build a culture that welcomes the sharing of best practices and embraces the PLC process.

Site Level Professional Development - In 2022-2023, the PGHS ILT led professional development sessions for staff focused on grading for equity.

Response to Intervention - Continue progress monitoring to help support struggling students in an efficient and effective manner.

Credit recovery - The credit recovery course will continue in 2023-2024.

Licensed Mental Health Therapist - The full-time mental health therapist will continue to serve PGHS students and staff to assist with SEL efforts, providing a safe place for students who are struggling emotionally.

Pacific Grove Middle School:

Feedback at the Middle School came from multiple sources. Here is a summary of those groups, their input, and plans to address feedback. Student SEL Committee - Parents, staff, and a representative sample of students meet monthly for Character Strong input on lessons, school climate, Spirit Days, and quarterly events.

Certificated staff - Teachers identified a need to emphasize student connections after sharing student data with the staff that indicated a slip in connection to staff. The MS will utilize the UDL (Universal Design for Learning) training and ongoing discussion (TOSA-led) to employ culturally relevant pedagogy. Additionally, they will continue with a focus on Growth Mindset as a site focus in response to student decline in academic readiness.

School Site Council - The school site council recommended that PGMS utilize the Chapman Grant to continue the additional counseling at PGMS for three days a week. Currently, the award is set to run out, and Mr. Roach will appeal to the Chapman Board of Directors to fund for several years more.

The council recommended that PGMS utilize the Chapman Grant to continue the additional counseling at PGMS for three days a week. Currently, the award is set to run out, and Mr. Roach will appeal to the Chapman Board of Directors to fund for several years more.

PTSA - One strong suggestion was to combine events (all four schools participate) to improve parent participation.

School Site Council met to provide input regarding site goals. Committee members were tasked with comparing the data with the school goals to ensure that adequate emphasis is placed on the greatest area(s) of need.

The council recommended that PGMS utilize the Chapman Grant to continue the additional counseling at PGMS for three days a week. Currently, the award is set to run out, and Mr. Roach will appeal to the Chapman Board of Directors to fund for several years more. The Council also recommends that the new CalHope Grant have a parent outreach component, and assemblies that raise awareness on topics like anxiety, being an Upstander, and Race. This is now part of our SPSA plan for 2023-2024.

Forest Grove:

Parent feedback: Based on educational partner feedback, parents requested that projects created years ago be completed. The projects included repairing the benches at the front of school and installing student designed tiles as a way of memorializing their attendance at Forest Grove. Both of these projects will be continued into 2023-2024. Families also asked for continued prioritization for cultural proficiency education for Forest Grove and PGUSD. This will remain a main focus for our district.

Staff Feedback: Staff feedback focused on measures to increase safety at Forest Grove. The safety plan was reviewed and improvements were made to many of the procedures surrounding the Big 5 safety protocols. Adjustments were also made to the physical education routines, so they did not require the use of high school facilities as often. Securing the exterior of campus will included in the overall safety review conducted by Kimball and Associates as part of their contract with the district.

Student Feedback: Students expressed a need for awareness from some adults and presenters to use non-gender language (i.e. saying students versus boys over here, girls over there), and staff adjusted by increasing awareness and using words such as students or Falcons as alternative ways to group students has been more consistent. Students requested more activities at lunchtime and student-led clubs, so these were increased. Administration also granted the student request to use any level of the playground during lunchtime after being confined to a designated area during Covid.

Robert Down:

School Site Council: Site council wants the issue of bullying to stay in the forefront as much as possible along with social-emotional support for students. The team would like to have another speaker come to campus for 2023-2024. Site council approves the Safety Plan each year

and provides feedback for improvement. Measurement for Academic Progress (MAP) assessment results are shared with feedback taken regarding how to make improvements in the classroom and in the intervention program.

Parent Check-ins: With the format being open-agenda, most topics ranged from safety on campus to informing parents about Toolbox tools.
Staff meetings: Staff provided professional development in the areas of Multi-Tiered Systems of Support (MTSS), Student Support Team (SST) changes in paperwork and process, Safety Drills reviews and debriefs throughout the year, and Cultural Proficiency videos shared with the Equity Team during their trainings with the district. Teachers also learned about how to improve Tier I supports in classrooms by analyzing MAP scores correctly. All staff had the opportunity to provide feedback for the Safety Plan and learned proper protocols for emergency communication.

PTA Meetings: RHD Principal sought feedback for the SPSA every meeting and asked parents/guardians what improvements could be made.

Language Review Teams: The ELD teacher led a discussion with all multilingual learners' teachers about goals for the year and how to support students in the classroom.

Pacific Grove Teachers Association/ Classified Employees Association: PGTA meetings were held before or after RHD staff meetings. Teachers provide feedback during staff and leadership meetings. Classified School Employees Association (CSEA) representatives met with RHD Leadership for the first time to provide feedback and perspective on campus issues. CSEA members were welcome to join meetings anytime.

The District Advisory Committee and the District Language Advisory Committee suggested the district hire a bilingual parent liaison to reach out to members of our school community to solicit feedback and ensure parents feel supported with parent education programs providing tools for parents/caregivers to help students be successful academically, socially, and emotionally. Members also suggested we offer more parent nights on digital literacy/citizenship as well as more outreach to parents about the tutoring service offered by Paper. The need for standardized, equitable grading practices at the high school level was discussed at length. There is a need to address this issue in an equitable way so that it impacts all students across the board not just targeted subgroups. The importance and effectiveness of AVID practices were discussed and it is being fully supported at PGMS at this time, it will also continue to expand into PGHS.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Educational partner feedback informs every aspect of the PGUSD LCAP. The development of Equity Action Plans are in direct response to our community's call for improved cultural proficiency in our schools. As a result, our textbook adoption process includes analysis of curriculum to ensure that diverse populations are represented in the content and the proper supports are in place for English learners and students with disabilities. PGUSD is also making a greater effort to gather feedback and input from educational partners. This includes expanding our parent advisory committee to include multiple members from each school site, assembling student focus groups to receive feedback on instructional practices and materials, and setting up informational events in our neighborhoods to increase family engagement. Past feedback has indicated a need for strong communication during emergencies, so the district office increased the frequency of our communication during winter storms, especially when the instructional program was impacted. Based on the expressed needs of our educational partners, we adjusted our facilities projects and shored up our social emotional supports at every level. Additionally, we will retain the increases in staffing required to meet the needs of our unduplicated pupil population.

Goals and Actions

Goal

Goal #	Description
1	Pacific Grove Unified, in partnership with students, parents, staff, and the community, will challenge all students by providing a quality instructional program in a positive, safe and stimulating environment, providing differentiated pathways for all students to be college ready and/or complete a career technical education pathway.

An explanation of why the LEA has developed this goal.

This goal captures the mission of the district to ensure we provide an educational system where all students thrive, are valued, and graduate college and/or career ready to become productive global citizens. We will provide students with highly qualified teachers and classified staff in a setting where students are safe and proud of their schools. We are also committed to providing the technology infrastructure and upgrades in accordance with the District Technology Plan and procuring updated textbooks that are representative of diverse populations. Although we are a small school district, we offer students a variety of course offerings, ensuring our students are well rounded academically and socially/emotionally. The LCAP will show how we not only set high expectations for all, yet also provide the support for students with challenges as is represented in the actions for Goals 2 and 3. It is evident our district supports all students beginning with our special education preschoolers to our students who attend the adult transition program once they leave the high school.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 1 A: Degree to which teachers are appropriately assigned and fully credentialed.	100% in 2020-2021 Source: SARC	100% in 2021-2022 Source: SARC	100% in 2022-2023 Source: SARC		100%
State Priority 1 B: Degree to which students have standards-aligned instructional materials.	100% in 2020-2021 Source: SARC	100% in 2021-2022 Source: SARC	100% in 2022-2023 Source: SARC		100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 1 C: FIT Rating for school facilities in good repair.	Overall Rating: GOOD Source: SARC/FIT	Overall Rating: GOOD Source: SARC/FIT	Overall Rating: GOOD Source: SARC/FIT		GOOD overall Rating
State Priority 2. The implementation of academic content and performance standards for all students.	100% of teachers are implementing CA State Standards. Source: Administrator to observe implementation of CA Standards and record during observations log.	100% of teachers are implementing CA State Standards. Source: Administrator to observe implementation of CA Standards and record during observations log.	100% of teachers are implementing CA State Standards. Source: Administrator to observe implementation of CA Standards and record during observations log.		100%
State Priority 4 A: The percentage of pupils that have successfully completed A-G requirements The percentage of pupils that have successfully completed CTE pathways	76.4 % completed either A-G or CTE pathways 73.6% Met A-G 22.9% Completed CTE Pathways Source: Illuminate SIS/Calpads 2019-2020	2020-2021 59% graduated A to G eligible 2021-2022 65.2% graduated A to G eligible 23.7% completed CTE Pathways 78.5% completed either CTE or A to G eligible	2022-2023 data will be available in June 2023.		80% meet A-G 29% Complete CTE pathways
State Priority 4 B: The percentage of students who have passed an AP exam with a score of 3 or higher	2019-2020 73% Source: College Board	2021-2022 75%	Data will be available June 2023		79% Pass AP with a 3 or higher

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 4 C: The percentage of pupils who participate in, and demonstrate college preparedness in the EAP.	2019-2020 79.2% prepared in ELA 64.2% prepared in Math	No CAASP Data for 2020-2021 as SBAC was not administered 2021-2022 80.17% Prepared in ELA 60.13% Prepared in Math	Data will be available Fall 2023		85% prepared in ELA 70% prepared in Math
State Priority 5 E: High School graduation rate	95.3% Source: Calpads 2019-2020	2020-2021 Graduation rate PGHS/CHS 93.9% 2021-2022 Graduation rate PGHS/CHS 96.8%	Data will be available June 2023		100% graduation rate
State Priority 2 B: The degree to which programs/services enable English Learners to access the CSS and the ELD standards	All curriculum materials. in English Language Arts offer both the Integrated and Designated component. For all other content areas, teachers are incorporating integrated components in support of English learners within the context of the subject area. Designated ELD teachers at each site collaborate with content area teachers	All curriculum materials. in English Language Arts offer both the Integrated and Designated component. For all other content areas, teachers are incorporating integrated components in support of English learners within the context of the subject area. Designated ELD teachers at each site collaborate with content area teachers	All curriculum materials. in English Language Arts offer both the Integrated and Designated component. For all other content areas, teachers are incorporating integrated components in support of English learners within the context of the subject area. Designated ELD teachers at each site collaborate with content area teachers		100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	in support of EL students in their classrooms.	in support of EL students in their classrooms.	in support of EL students in their classrooms. New curriculum adoptions must include ELD supports.		
State Priority 7 A: Broad course of study	Students have access and are enrolled in all required areas of study as monitored through CalPads & Illuminate. Students have access and are enrolled in a broad course of study including Health, PE, VAPA, World Languages, CTE, AP, Dual Enrollment, Computers, and other elective offerings as monitored through CalPads and Illuminate. The district provides access to Advanced Placement, Dual Enrollment, and CTE pathways, as well as a robust set of elective offerings across the district.	Students have access and are enrolled in all required areas of study as monitored through CalPads & Illuminate. Students have access and are enrolled in a broad course of study including Health, PE, VAPA, World Languages, CTE, AP, Dual Enrollment, Computers, and other elective offerings as monitored through CalPads and Illuminate. The district provides access to Advanced Placement, Dual Enrollment, and CTE pathways, as well as a robust set of elective offerings across the district.	Students have access and are enrolled in all required areas of study as monitored through CalPads & Illuminate. Students have access and are enrolled in a broad course of study including Health, PE, VAPA, World Languages, CTE, AP, Dual Enrollment, Computers, and other elective offerings as monitored through CalPads and Illuminate. The district provides access to Advanced Placement, Dual Enrollment, and CTE pathways, as well as a robust set of elective offerings across the district.		100%

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Certificated Teachers, Classified Staff and Administrators	All teachers (1100-1900) and administrators (1300) are highly qualified to provide support to students in attaining access to a comprehensive education. (1000 object code) Classified staff and administrators in each job alike support student learning, health, and safety. (2100-2900) object code) - Fund 01 Resource 0000	\$26,018,753.23	No
1.2	Instructional Materials and Resources	Instructional delivery of all core content areas with standards aligned instructional materials. Teachers and support staff are trained on instructional materials to support students during small group instruction. All newly adopted instructional materials are analyzed to ensure that diverse populations are represented in the content to support culturally responsive lesson planning. (4000 object code)	\$1,563,295.33	No
1.3	High School Outreach Counselor	The High School Outreach Counselor position was created to provide support to at-risk and special populations. At-risk students include students who are struggling academically, social-emotionally, or may have other barriers to their success. Special populations of students include our students with a Section 504 accommodation plan, socio-economically disadvantaged, foster youth and English Language Learners. Support includes teaching coping skills, strategies to overcome a variety of obstacles, regular meetings, Student Study Team meetings, crisis intervention, and collaboration with the teachers and staff to support the students.	\$131,550.92	Yes
1.4	Career Technical Education	By identifying our populations of English Language Learners, low income, and students in special education, our academic counseling department works to ensure that the benefits of our CTE pathways are understood by both parents/guardians and students. CTE teachers also provide material outlining the benefits of their courses to incoming eighth-graders as well as new students to the district.	\$0.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.5	Broad Course of Study	<p>The High School will pursue expanding our offerings of dual-enrolled classes. We plan to achieve this by continuing our relationship with Monterey Peninsula College and staying up to date with our College and Career Pathways (CCAP) Agreement. Currently, we offer 11 dual enrolled courses through our culinary, photography, and computer science pathways. There are plans to add more dual enrolled courses in the future. We will expand enrollment of freshmen and sophomores in a Career Technical Education pathway with a long-term goal of increasing the amount of CTE completers by 5% in 2022-23 and 2023-2024.</p> <p>Additionally, to promote CTE pathways to incoming freshmen, there will be frequent academic counseling meetings, CTE teacher presentations outlining the benefits of the pathways, and providing continued funding via CTEIG and Perkins Grants to increase the number of course offerings.</p>	\$0.00	No
1.6	Technology Infrastructure	<p>Here are PGTech's priorities for 2023-2024 Promote and support the use of Synergy SIS, including assessment and analytics implementation, building end-user capacity/proficiency in the use of data to improve student achievement.</p> <p>Continue with classroom hardware upgrades to reach standard classroom configuration - elementary, middle school, and high school. This includes moving to interactive panels, integrated audio, and laptops as teachers' primary devices.</p> <p>Upgrade and enhance the district's security camera system on each campus and fortify the district's cybersecurity infrastructure.</p>	\$600,000.00	No
1.7	High School Credit Recovery class	<p>We will continue to offer a Credit Recovery section where students will be monitored by a credentialed teacher and do coursework via Edmentum. These classes will be retakes for students who received a D or F, making them eligible for A to G college entrance to the UC and CSU systems.</p>	\$25,311.26	Yes

Action #	Title	Description	Total Funds	Contributing
1.9	Increased professional learning community meeting time at Pacific Grove High School.	Pacific Grove High School has redesigned its bell schedule to accommodate an eight period day. The format designs a Professional Learning Community period to be designated into each department's master schedule. Teachers will meet to identify the most important standards to teach, build learning tasks for students, review student work, and adjust instructional strategies. This schedule will double the amount of weekly minutes currently devoted to professional learning community meetings.	\$0.00	Yes
1.10	Adjust facilities projects to prioritize repairs at the campus most in need of repairs.	The district maintenance department will prioritize projects, so the campuses most in need of repair are addressed before those less pressing needs. PGUSD adjusted it's summer work schedule to focus efforts on Pacific Grove High School and Forest Grove Elementary after it was determined that these two campuses were most in need of repair. Needs at other schools will also be addressed by the maintenance department.	\$0.00	No

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Our goal to improve access for students was carried out by implementing each of the actions in support of this goal. There were only minor differences in the planned actions and actual implementation of the actions. While we continue to plan for an expansion of our dual enrollment course offerings, we did not make significant progress in that regard. Monterey Peninsula College's requirement that teachers have a masters degree or above to teach dual enrollment classes has prevented PGUSD from adding dual enrollment classes in the social sciences.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences to report.

An explanation of how effective the specific actions were in making progress toward the goal.

Specific actions that helped us make progress toward achieving this goal by increasing awareness and response to our students who have historically struggled at the high school. Our teacher on special assignment compiled a list of students who were receiving D's or F's at the middle and end of each academic quarter. The list included demographic data, intervention efforts, and some success indicators such as the CORE Social Emotional Learning survey and attendance data. The list helps inform our system of support including our mental health professional, our outreach counselor, and our productive study, fundamentals of success, and credit recovery teachers. Also, throughout our textbook adoption process, staff is seeking materials that include diverse representations of populations, so students will see themselves reflected in our curriculum.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Actions 9 and 10 were added to increase data analysis in support of student achievement and adjusting maintenance projects to address the needs at PGHS.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Advance educational equity and excellence by focusing on the social, emotional, and mental health of our school community by creating a safe and affirming school environment and culture that supports and encourages school connectedness and resiliency.

An explanation of why the LEA has developed this goal.

PGUSD understands that learning cannot occur unless students feel welcome, safe, and supported in the educational setting. During all stakeholder meetings, families emphasized the importance of social emotional learning and student mental health as the residual effects of the pandemic linger for our students. The district's cultural proficiency work is closely tied to student well being because the more inclusive the environment is in our schools the greater sense of belonging for our students. We continue to administer a district wide social emotional student survey to determine specific areas of need, and staff professional development will focus on acquiring specific strategies to address those student needs. We will adjust our program to support student mental health and use ongoing progress monitoring of students' social and emotional well being to guide next steps.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 3 A: Demonstration of the efforts the school district makes to seek parent input in making decisions for the school district and school sites.	86% Strongly Agree and Agree that "school allows input and welcomes parent contributions". 2019-2020 CHKS 82% of parents Strongly Agree and Agree that "parents feel welcome to participate at school". CHKS 2020-21	CHKS 2021-2022 68% (parents) Strongly Agree/Agree that "school actively seeks the input of parents before making important decisions." 78% (parents) Strongly Agree/Agree that "parents feel welcome to participate at school."	CHKS 2022-2023 68% Strongly Agree/Agree that "school actively seeks the input of parents before making important decisions." 77% Strongly Agree/Agree that "parents feel welcome to participate at school."		95% Strongly Agree and Agree that "school allows input and welcomes parent contributions". 2019-2020 CHKS 95% of parents Strongly Agree and Agree that "parents feel welcome to participate at school".

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 3 B: Demonstration of how the school district will promote parental participation in programs for unduplicated. (number of meetings, number of participants)	80% (2019-20 CHKS) & 87% (2020-21 CHKS) "Strongly Agree and Agree that "school encourages me to be an active partner".	CHKS 2021-2022 83% (parents) Strongly Agree and Agree that "school encourages me to be an active partner."	CHKS 2022-2023 89% (parents) Strongly Agree/Agree "school encourages me to be an active partner."		95% "Strongly Agree and Agree that "school encourages me to be an active partner".
State Priority 3 C: Demonstration of how the school district will promote parental participation in programs for students with exceptional needs. (number of meetings, number of participants)	260 SPED Students SELPA opportunities multiple time per year 504 Annual Meetings IEP Meetings 1-2 times per year Orientation at start of each school year Orientation at transition from Elem to MS, and MS to HS	<ul style="list-style-type: none"> • 265 SPED Students • SELPA opportunities multiple time per year • 504 Annual Meetings • IEP Meetings 1-2 times per year • Orientation at start of each school year • Orientation at transition from Elem to MS, and MS to HS 	<ul style="list-style-type: none"> • 240 SPED students • SELPA opportunities multiple times per year • 504 Annual Meetings • IEP meetings 1-2 times per year • Orientation at start of each school year • Orientation at transition from Elementary to MS and MS to HS 		Continue with documentation

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 5 A: School Attendance Rate	District Wide: 94.1% Forest Grove 96.8% Robert Down: 97.3% PGMS: 97.2% PGHS: 96.8% CHS: 82.4% Source: Calpads	91.2% District Wide 21-22 Data Source: Synergy Forest Grove 89.6% Robert Down 91.2% PGMS 94.7% PGHS 94.2% CHS 84%	Data available June 2023		All attendance rates maintain or improve and Community HS improves by 3 percentage points
State Priority 5 B: Chronic Absenteeism rates	7.6% 2019-2020 Dashboard Data Files	10.8% District Wide Source: Synergy & Dashboard Data Files 2021-2022 Forest Grove 18.2% Robert Down 10.8% PGMS 16.4% PGHS 14.5% CHS 45.0%	Data available June 2023		5% or less Chronic Absenteeism rates
State Priority 5 C: Middle School dropout rates	0% dropout 2019-2020 Source: Calpads	0% dropout 2021-2022 Source: Calpads	Data available June 2023		Maintain 0% dropout
State Priority 5 D: High School dropout rates	1.4% (2 students) 2019-2020 Source Calpads	0% dropout 2021-2022 Source: Calpads	Data available June 2023		0% dropout
State Priority 6 A: Pupil Suspension rates	2019-2020 1.6% Source: Calpads	2021-2022 Source: Synergy or SWIS, Dashboard reports 0.43% District-Wide Forest Grove .68% Robert Down .43%	Data available June 2023		Decrease suspension rate to 1%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		PGMS 1.7% PGHS 2.2% CHS 5%			
State Priority 6 B: Pupil expulsion	2019-2020 0% Source Calpads	PGHS 0.33% (2 students) 0% All other sites Source: Synergy or SWIS, Dashboard reports 2021-2022	Data available June 2023		maintain 0% expulsion rate
State Priority 6 C: Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	95% (2019-20 CHKS) & 99% (2020-21) of Parents Strongly Agree and Agree that "school is a safe place for students" 79% (2019-20 CHKS) & 80% (2020-21 CHKS) of Elementary Students Strongly Agree and Agree that they "feel connected with their school" 82% (2019-20 CHKS) & 81% (2020-2 CHKS) of Elementary Students Strongly Agree and Agree that they "feel safe at school".	CHKS 2021-22 Strongly Agree or Agree Parents: 95% "school is a safe place for my child." Elementary Students: 82% "feel connected with their school." Elementary Students: 79% "feel safe at school." Secondary Students: 61% "feel connected with their school."	CHKS 2022-2023 Strongly Agree or Agree Parents: 92% "school is a safe place for students." Elementary Students: 76% "feel connected with their school" Elementary Students: 77% "feel safe at school" Secondary Students: 51% "feel connected with their school"		100% of Parents Strongly Agree and Agree that "school is a safe place for students" 90% of Elementary Students Strongly Agree and Agree that they "feel connected with their school" 90% Elementary Students Strongly Agree and Agree that they "feel safe at school". 90% Secondary Students Strongly Agree and Agree that

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>66% (2019-20 CHKS) & 80% (2020-21 CHKS) of Secondary Students Strongly Agree and Agree that they "feel connected with their school".</p> <p>76.5%(2019-20 CHKS) & 60% (2020-21 CHKS) of Secondary Students Strongly Agree and Agree that they "perceive school as safe or very safe".</p>	Secondary Students: 66% "perceive school as safe or very safe."	Secondary Students: 66% "perceive school as safe or very safe"		<p>they "feel connected with their school".</p> <p>85% of Secondary Students Strongly Agree and Agree that they "perceive school as safe or very safe".</p>

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Counseling Services	<p>Counseling services are offered at the elementary, middle, and high school level. An orderly, caring, and positive educational and social environment enhances student learning. The district's goal is for all students to feel safe and proud of their school and achievements.</p> <p>Positive relationships among students and staff are promoted through a variety of social/emotional supports and programs at each of the sites. The elementary school counselors work collaboratively with classroom teachers to implement the Toolbox social emotional learning curriculum. The Middle School counselors support the Character Strong program to promote positive mental health, and the high school uses Restorative Practices to build a caring environment for our students.</p>	\$800,686.08	No

Action #	Title	Description	Total Funds	Contributing
2.2	Social Emotional Learning resources	Elementary schools will continue to implement Toolbox, the Middle School will continue to use Character Strong, and the High School will move forward with Restorative Practices training for staff to support students in building resiliency and learning positive approaches to challenges.	\$0.00	Yes
2.3	Parent Engagement & Student Success	Based on parent feedback, the district will hire a parent liaison for the parent education student success program. A stipend will be paid out of the Adult School Fund to provide outreach and programs to parents, so they can help their children thrive academically, socially, and emotionally.	\$0.00	No
2.5	Mental Health Professional Development - All Levels	PGUSD's Behavioral Mental Health Counselors will facilitate professional development for our sites focused on (1) identifying the most critical areas of concern for our student population at all levels, (2) providing specific tools for all staff to help address these areas of concern, and (3) reflecting on current practice to identify ways to create and maintain healthy learning environments for students.	\$0.00	No
2.6	Sustained Mental Health Training	The Behavioral Mental Health therapists will train the staff on Trauma-Informed practices which changes the lens from what is "wrong" with this student to "what happened" to this student. Professional Development will be offered during early release times and staff meetings, teachers do not have to be out of the classroom.	\$0.00	No
2.7	Restorative Practices	Provide professional development for High School Staff on Restorative Practices to support students with a focus on how to improve and repair relationships between people and communities. The purpose is to build healthy communities and increase social capital, while decreasing crime/antisocial behavior, repairing harm, and restoring relationships. The foundation of Restorative Practices is the 5 R's: Relationship, Respect, Responsibility, Repair, and Reintegration. The	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
		High School Principal with the Behavioral Mental Health Counselor will lead this professional development during designated times.		
2.8	Digital Citizenship and Literacy	<p>Students in grades 4, 5, 7, and 9 participate in an integrated digital citizenship/tech safety program to improve awareness and to learn to better engage with online communities in a safe, positive, and responsible manner. These are the steps to accomplishing this action for 2023-2024.</p> <ol style="list-style-type: none"> 1. Implement the internet safety practices contained in the Smart Social program. 2. Schedule and deliver “mini monthly-PD” events for teachers/staff that focus on grade-level specific digital citizenship/safety topics. 3. Students sign a Digital Safety Agreement indicating their commitment to maintaining a respectful and safe online presence. 	\$4,000.00	No
2.9	Parent Ed Tech Nights	Two Parent Ed Tech nights are scheduled each year to provide practical strategies, information, and resources on technology tools and safety/digital citizenship topics, including a Smart Social VIP membership for all PGUSD families.	\$4,000.00	No
2.10	Middle School Student Advisory Period	A student advisory period will continue at the Middle School. The purpose will be to support students socially and emotionally throughout the school year.	\$0.00	No
2.11	Vector Training Student Safety & Wellness Courses Grades 6-12	The Vector Solutions curriculum covers essential safety and wellness topics that are age appropriate for students in grades 6-8 and 9-12. Students at PGMS and PGHS will access these online lessons in their physical education classes. The PE teachers will facilitate discussions related to the lesson content. Topics covered include: Alcohol, Drug, & Vaping Prevention, Bullying & Cyberbullying, Digital Citizenship, Sexual Harassment, Youth Suicide Awareness, Stress & Anxiety,	\$6,045.00	No

Action #	Title	Description	Total Funds	Contributing
		Depression, Good Decision Making, Healthy Relationships, and Resolving Disagreements.		
2.12	High School Licensed Mental Health Therapist	<p>The Licensed Mental Health Therapist position will be continued at PGHS. The therapist provides direct mental health services including counseling, consultation, mental health evaluations, treatment, mental health assessments, and case management. The therapist's intent is to help students develop skills and strategies for coping with anxiety, depression, trauma, substance abuse, suicide, grief, family discord or any issues contributing functional impairments in school and achievement.</p> <p>The Licensed Mental Health Therapist also acts as a resource to teachers and staff by communicating and collaborating with them to effectively support student progress. Additionally, the therapist will provide professional development to staff in the area of youth social-emotional health. The cost of this position is being funded by the ESSER 3 Grant and the Educator Effectiveness Grant.</p>	\$176,869.46	No
2.13	Elementary Licensed Mental Health Therapist	This full time position will be split between Forest Grove and Robert Down elementary schools and be paid for with ESSER 3 and Educator Effectiveness Grant funding. The therapist will identify student mental health needs and provide staff professional development develop strategies to support our students.	\$155,411.54	No
2.14	Middle School Social Emotional Supports	The CalHope Grant activities will expand to have a parent outreach component in 2023-2024. The Middle School will also continue the core grant activities including assemblies that feature topics such as anxiety, being an Upstander, and race.	\$3,000.00	No
2.15	Equity and Cultural Proficiency	PGUSD will roll out and implement the Equity Action Plans that were developed by each site during the 10-day Cultural Proficiency	\$9,000.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>certification through Praxis. The initial roll out will occur during the Aug. 4 professional development day.</p> <p>PGUSD will continue to support actions identified in the plan designed to allow greater access to programs, activities, and opportunities to traditionally underserved student groups.</p>		

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

PGUSD provided a greater emphasis on social emotional learning than at any other time. With an abundance of activities planned, the district was not able to see all of them to fruition. The Vector Student Safety and Wellness online program was not implemented. Also, the district was unable to find a candidate to fill the district parent liaison position; however, we feel the position is important, so we will look to fill it in 2023-2024.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There is no material difference in the budgeted expenditures and actual expenditures except as noted above.

An explanation of how effective the specific actions were in making progress toward the goal.

Although the actions taken in support of social emotional learning were effective, educational partner feedback continues to identify this area as a high priority for our community. Our mental health professionals will continue to serve as a training resource for our staff, so they can develop the tools necessary to support struggling students. The Cultural Proficiency training resulted in 30+ educators who are ready to share site and district equity plans with our educational partners even as our group begins implementing more culturally proficient actions throughout PGUSD. Specific examples of this work impacting student programs include examining/implementing equitable grading practices at our high school, implementing Universal Design for Learning concepts at our middle school, and updating our library collections at the elementary schools to include more diverse authors and characters. Our educational partners have access to an online safety program - Smart Social - that teaches parents and students healthy online practices and educates them about potentially harmful apps and sites.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The most significant change PGUSD will make toward achieving its social emotional learning goal is an increased emphasis on professional development designed to address mental health needs identified at all schools and the roll out/implementation of the equity plans developed at the district and site levels. These two actions directly impact the well being of all students with the specific intention of improving the educational experience of our traditionally underserved student populations.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	All English Learners (EL), Socioeconomically Disadvantaged Students (SED), Foster Youth (FY), Students With Disabilities (SWD), and Hispanic will show a measurable increase in achieving grade level standards in mathematics and English language arts each year as measured by the California Assessment of Student Performance and Progress (CAASPP) and local valid assessments.

An explanation of why the LEA has developed this goal.

The 2022 CAASPP results and local measures indicate that the effects of distance learning impacted the students identified above more severely than other student populations, widening the achievement gap between them and the overall student population. Therefore, we will continue class offerings such as math support with a more targeted approach that will pinpoint deficient skills. We will continue to use the assessment platform from NWEA named MAP (Measures of Academic Progress) to guide tier one interventions in the classroom and tier two interventions to meet students at their zone of proximal development (learning zone).

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 4 A English Language Arts Statewide Assessments: ELA	78.67% Met/exceeded standards 68.1 points above standard (blue) Dashboard data 2019-2020	No CAASPP Data for 2020-2021 as SBAC was not administered ELA CaASPP data 2021-2022 74.54% Met/Exceeded standard. 52.9 points above the standard.	Updated data expected Fall of 2023		90% Meet or exceed state standards

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 4 B Statewide Assessment: Math	65.02% Met/exceeded standards 33.5 points above standard (green) Dashboard data 2019-2020	No CAASPP Data for 2020-2021 as SBAC was not administered Math CaSPP data 2021-2022 57.45% Met/Exceeded standard. 10.5 points above the standard.	Updated data expected Fall of 2023		80% Meet or exceed state standards
State Priority 4 C Statewide Assessments: CAA	Student data is not reported due to small numbers of students for 2019-2020	No CaASPP Data for 2020-2021 as SBAC was not administered 11 PGUSD students took the CAA in 2021-2022 for ELA and Mathematics. The number is too small to report performance levels.	Updated data expected Fall of 2023		
State Priority 4 D Percent of ELs who make progress toward English proficiency as measured by the ELPAC	71.4% make progress Dashboard data 2019-2020	No CAASPP Data for 2020-2021 as SBAC was not administered 48.1% made progress Dashboard Data 2021-2022	Updated data expected Fall of 2023		85% make progress towards English Proficiency
State Priority 4 E: English learner reclassification rate Calpads	22.6% EL Reclassification rate Calpads 2019-2020	11.3% EL Reclassification Rate Calpads 2020-2021 8.0% EL Reclassification Rate	Updated data expected Fall of 2023		30% reclassification rate

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Calpads 2021-2022			
State Priority 4 F: Map testing ELA in lieu of state testing Spring 2021	<p>Map Testing results for grades 3-11 ELA</p> <p>Grade 3: 8.6% Not met ,17.2% Nearly Met 74.2% Met/exceeded</p> <p>Grade 4: 17.3% Not met, 15.3 Nearly Met, 67.3% Met/exceeded</p> <p>Grade 5: 13.8% Not met, 19.8% Nearly Met, 66.4% Met/exceeded</p> <p>Grade 6: 12.4% Not met, 12.4% Nearly Met, 75.2% Met/exceeded</p> <p>Grade 7: 14.3% Not met, 17% Nearly Met, 68.8% Met/exceeded</p> <p>Grade 8: 6.6% Not Met, 18.2% Nearly Met, 75.2 Met/exceeded</p>	<p>Map Testing results Spring 2022</p> <p>The following scores are Map growth norm-referenced</p> <p>FG Grade K: 31% Low, 19% Low Average, 16% Average, ,14% High Average, 20% High</p> <p>RD Grade K: 5% Low, 10% Low Average, 13% Average, 23% High Average, 49% High</p> <p>FG Grade 1: 18% Low, 8% Low Average, 13% Average, 33% High Average, 28% High</p> <p>RD Grade 1: 10% Low, 2% Low Average, 25% Average, 17% High Average, 46% High</p> <p>FG Grade 2: 3% Low, 5% Low Average,</p>	<p>MAP Testing results Spring 2023</p> <p>The following scores are Map growth norm-referenced</p> <p>FG Grade K: 13% Low, 28% Low Average, 18% Average, 23% High Average, 18% High</p> <p>RD Grade K: 14% Low, 10% Low Average, 19% Average, 14% High Average, 42% High</p> <p>FG Grade 1: 39% Low, 24% Low Average, 14% Average, 14% High Average, 9% High</p> <p>RD Grade 1: 19% Low, 15% Low Average, 19% Average, 22% High Average, 25% High</p> <p>FG Grade 2: 8% Low, 20% Low Average,</p>		<p>10% of students in the met and nearly met move over to the Met/exceeded category in all grade levels.</p> <p>10% of students in the not met move over to the nearly met/met category</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Grade 11: 9.9% Not Met, 19.8% Nearly Met, 70.4% Met/exceeded</p>	<p>14% Average, 29% High Average, 49% High</p> <p>RD Grade 2: 4% Low, 4% Low Average, 7% Average, 26% High Average, 59% High</p> <p>Grade 9: 4% Low, 10% Low Average, 22% Average, 34% High Average, 31% High</p> <p>Grade 10: 9% Low, 17% Low Average, 24% Average, 30% High Average, 21% High</p> <p>The following scores are CaASPP results from Spring 2022 Elementary Grade 3: 14.73% Not Met, 14.73% Nearly Met, 24.81% Met, 45.74% Exceeded</p> <p>Elementary Grade 4: 10.07% Not Met, 16.55% Nearly Met, 23.74% Met, 49.64% Exceeded</p>	<p>19% Average, 24% High Average, 29% High</p> <p>RD Grade 2: 9% Low, 10% Low Average, 21% Average, 34% High Average, 26% High</p> <p>Grade 9: 19% Low, 19% Low Average, 25% Average, 17% High Average, 20% High</p> <p>Grade 10: 17% Low, 27% Low Average, 23% Average, 21% High Average, 12% High</p> <p>The following scores are CaASPP results from Spring 2023 Due Fall 2023</p>		

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		<p>Elementary Grade 5: 9.72% Not Met, 13.19% Nearly Met, 36.81% Met, 40.28% Exceeded</p> <p>Grade 6: 9.77% Not met, 22.56% Nearly Met, 41.35% Met, 26.32% Exceeded</p> <p>Grade 7: 5.88% Not met, 16.91% Nearly Met, 47.06% Met, 30.15% Exceeded</p> <p>Grade 8: 8.13% Not met, 14.63% Nearly Met, 41.46% Met, 35.77% Exceeded</p> <p>Grade 11: 9.76% Not met, 11.38% Nearly Met, 30.08% Met, 48.78% Exceeded</p>			
<p>State Priority 4 G:Map testing Math in lieu of state testing Spring 2021</p>	<p>Map Testing results for grades 3-11 Math</p> <p>Grade 3: 16.4% Not met, 25% Nearly met, 58.6% Met/exceeded</p>	<p>Map Testing Results Spring 2022</p> <p>The following scores are Map growth norm-referenced</p>	<p>MAP Testing results Spring 2023</p> <p>The following scores are Map growth norm-referenced</p>		<p>10% of students in the met and nearly met move over to the Met/exceeded category in all grade levels.</p> <p>10% of students in the not met move over to</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Grade 4: 19.6% Not met, 30.7% Nearly Met, 49.7% Met/exceeded	FG Grade K: 24% Low, 14% Low Average, 16% Average, 24% High Average, 22% High	FG Grade K: 10% Low, 29% Low Average, 24% Average, 24% High Average, 13% High		the nearly met/met category
	Grade 5: 28.4% Not met, 31% Nearly Met, 40.5% Met/exceeded	RD Grade K: 5% Low, 5% Low Average, 11% Average, 37% High Average, 42% High	RD Grade K: 12% Low, 8% Low Average, 7% Average, 41% High Average, 32% High		
	Grade 6: 26.8% Not met, 26.1% Nearly Met, 47.2% Met/exceeded	FG Grade 1: 16% Low, 17% Low Average, 24% Average, 17% High Average, 26% High	FG Grade 1: 47% Low, 15% Low Average, 11% Average, 19% High Average, 8% High		
	Grade 7: 20.9% Not met, 33.9% Nearly Met, 45.2% Met/exceeded	RD Grade 1: 11% Low, 6% Low Average, 19% Average, 39% High Average, 25% High	RD Grade 1: 25% Low, 15% Low Average, 19% Average, 20% High Average, 21% High		
	Grade 8: 21.9% Not met, 24.5% Nearly Met, 53.6% Met/exceeded	FG Grade 2: 6%, 14% Low Average, 27% Average, 26% High Average, 27% High	FG Grade 2: 12% Low, 11% Low Average, 23% Average, 33% High Average, 21% High		
	Grade 11: 29.6% Not met, 26.5% Nearly Met, 43.9% Met/exceeded	RD Grade 2: 4% Low, 7% Low Average, 19% Average, 32% High Average, 38% High	RD Grade 2: 17% Low, 5% Low Average, 24% Average, 40% High Average, 14% High		

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		<p>Grade 9: 4% Low, 17% Low Average, 20% Average, 24% High Average, 36% High</p> <p>Grade10: 6% Low, 15% Low Average, 18% Average, 26% High Average, 36% High</p> <p>The following scores are CaASPP results from Spring 2022</p> <p>Elementary Grade 3: 10.08% Not Met, 17.83% Nearly Met, 34.88% Met, 37.21% Exceeded</p> <p>Elementary Grade 4: 9.35% Not Met, 25.90% Nearly Met, 35.25% Met, 29.50% Exceeded</p> <p>Elementary Grade 5: 20.14% Not Met, 27.08% Nearly Met, 26.39% Met, 26.39% Exceeded</p>	<p>Grade 9: 14% Low, 15% Low Average, 25% Average, 26% High Average, 20% High</p> <p>Grade 10: 9% Low, 21% Low Average, 17% Average, 15% High Average, 38% High</p> <p>The following scores are CaASPP results from Spring 2023</p> <p>Due Fall 2023</p>		

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		<p>Grade 6: 19.55% Not met, 32.33% Nearly Met, 21.80% Met, 26.32% Exceeded</p> <p>Grade 7: 20.15% Not met, 26.87% Nearly Met, 24.63% Met, 28.36% Exceeded</p> <p>Grade 8: 20.33% Not met, 26.83% Nearly Met, 21.14% Met, 31.71% Exceeded</p> <p>Grade 11: 24.19% Not met, 16.94% Nearly Met, 28.23% Met, 30.65% Exceeded</p>			
<p>State Priority 7B: Programs and services developed and provided to unduplicated pupils</p>	<p>Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses offered districtwide.</p> <p>Students have access and are enrolled in all required areas of study as monitored through CalPads and</p>	<p>Continuing: Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses offered districtwide.</p> <p>Students have access and are enrolled in all required areas of study as monitored</p>	<p>Continuing: Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses offered districtwide.</p> <p>Students have access and are enrolled in all required areas of study as monitored</p>		<p>Maintain services for unduplicated pupils</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Illuminate. The district also provides English Language Development instruction and operates a push in model (Co-teaching) for English learners with designated support.</p> <p>Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses offered districtwide.</p>	<p>through CalPads and Illuminate. The district also provides English Language Development instruction and operates a push in model (Co-teaching) for English learners with designated support.</p> <p>Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses offered districtwide.</p>	<p>through CalPads and Illuminate. The district also provides English Language Development instruction and operates a push in model (Co-teaching) for English learners with designated support.</p> <p>Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses</p>		
<p>State Priority 7C: Programs and services developed and provided to pupils with exceptional needs</p>	<p>Academic counselors, administration and Director of Student Services works with site teams to ensure equitable access and opportunity to all course offering. The district also provided an inclusion model for students with disabilities as</p>	<p>Continuing: Academic counselors, administration and Director of Student Services works with site teams to ensure equitable access and opportunity to all course offerings. The district also provided an inclusion model for students with disabilities as</p>	<p>Continuing: Academic counselors, administration and Director of Student Services works with site teams to ensure equitable access and opportunity to all course offerings. The district also provided an inclusion model for students with disabilities as</p>		<p>Maintain services for pupils with exceptional needs</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	monitored through Calpads and Siras.	monitored through Calpads and Siras.	monitored through Calpads and Siras.		
State Priority 8: Pupil Outcomes	<p>DIBELS Assessments Spring 2021 Robert Down Elementary & Forest Grove Elementary Schools combined data:</p> <p>Kindergarten: Intensive: 26% Strategic: 13% Proficient: 28% Advanced: 33%</p> <p>First Grade: Intensive: 7% Strategic: 9% Proficient: 43% Advanced: 41%</p> <p>Second Grade: Intensive: 7% Strategic: 8% Proficient: 50% Advanced: 34%</p> <p>Third Grade: Intensive: 5% Strategic: 8% Proficient: 28% Advanced: 58%</p>	<p>DIBELS Assessments Spring 2022 Robert Down Elementary & Forest Grove Elementary Schools combined data:</p> <p>Kindergarten: Intensive: 23% Strategic: 9% Proficient: 30% Advanced: 37%</p> <p>First Grade: Intensive: 3% Strategic: 14% Proficient: 34% Advanced: 49%</p> <p>Second Grade: Intensive: 7% Strategic: 7% Proficient: 33% Advanced: 54%</p> <p>Third Grade: Intensive: 7% Strategic: 15% Proficient: 20% Advanced: 59%</p>	<p>DIBELS Assessments Spring 2023 Robert Down Elementary & Forest Grove Elementary Schools combined data:</p> <p>Kindergarten: Intensive: 22% Strategic: 13% Proficient: 28% Advanced: 37%</p> <p>First Grade: Intensive: 15% Strategic: 14% Proficient: 30% Advanced: 41%</p> <p>Second Grade: Intensive: 9% Strategic: 14% Proficient: 31% Advanced: 47%</p> <p>Third Grade: Intensive: 9% Strategic: 9% Proficient: 28% Advanced: 55%</p>		Increase proficient and/or advanced status for each grade level by 10% points.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Fourth Grade: Intensive: 6% Strategic: 7% Proficient: 55% Advanced: 32%</p> <p>Fifth Grade: Intensive: 15% Strategic: 5% Proficient: 45% Advanced: 35%</p>	<p>Fourth Grade: Intensive: 10% Strategic: 19% Proficient: 35% Advanced: 35%</p> <p>Fifth Grade: Intensive: 20% Strategic: 8% Proficient: 23% Advanced: 49%</p>	<p>Fourth Grade: Intensive: 11% Strategic: 19% Proficient: 31% Advanced: 39%</p> <p>Fifth Grade: Intensive: 18% Strategic: 9% Proficient: 21% Advanced: 52%</p>		
<p>State Priority 8: Pupil Outcomes</p>	<p>CaASPP ELA testing data 2019 for specific student groups</p> <p>General population: Exceeded - 46.27% Met - 32.40% Nearly Met - 14.55% Not Met - 6.79%</p> <p>Socioeconomically Disadvantaged Youth: Exceeded - 25.89% Met - 36.16% Nearly Met - 26.34% Not Met - 11.61%</p> <p>English Learners: Exceeded - 12.12% Met - 21.21% Nearly Met - 30.30% Not Met - 36.36%</p>	<p>CaASPP test not administered in 2020 and 2021</p>	<p>CaASPP ELA testing data 2022 for specific student groups</p> <p>General population: Exceeded - 39.48% Met - 35.06% Nearly Met - 15.75% Not Met - 9.71%</p> <p>Socioeconomically Disadvantaged Youth: Exceeded - 19.62% Met - 31.01% Nearly Met - 31.65% Not Met - 17.72%</p> <p>English Learners: Exceeded - 4.76% Met - 23.81% Nearly Met - 35.71% Not Met - 35.71%</p>		<p>All groups will exceed 2019 (pre-pandemic) levels.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Hispanic: Exceeded - 32.45% Met - 34.75% Nearly Met - 21.81% Not Met - 11.17%</p> <p>Students with Disabilities Exceeded - 11.21% Met - 22.41% Nearly Met - 37.07% Not Met - 29.31%</p>		<p>Hispanic: Exceeded - 27.87% Met - 33.33% Nearly Met - 24.04% Not Met - 14.75%</p> <p>Students with Disabilities Exceeded - 11.94% Met - 23.13% Nearly Met - 35.07% Not Met - 29.85%</p>		
State Priority 8: Pupil Outcomes	<p>CaASPP Math testing data 2019 for specific student groups</p> <p>General population: Exceeded - 37.80% Met - 27.42% Nearly Met - 23.38% Not Met - 12.60%</p> <p>Socioeconomically Disadvantaged Youth: Exceeded - 16.07% Met - 20.09% Nearly Met - 39.73% Not Met - 24.11%</p> <p>English Learners: Exceeded - 19.44% Met - 11.11% Nearly Met - 33.33%</p>	CaASPP test not administered in 2020 and 2021	<p>CaASPP Math testing data 2022 for specific student groups</p> <p>General population: Exceeded - 29.91% Met - 27.54% Nearly Met - 24.95% Not Met - 17.60%</p> <p>Socioeconomically Disadvantaged Youth: Exceeded - 11.32% Met - 20.75% Nearly Met - 29.56% Not Met - 38.36%</p> <p>English Learners: Exceeded - 21.43% Met - 9.52% Nearly Met - 26.19%</p>		All groups will exceed 2019 (pre-pandemic) levels.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Not Met - 36.11% Hispanic: Exceeded - 20.86% Met - 24.06% Nearly Met - 36.36% Not Met - 18.72% Students with Disabilities Exceeded - 8.70% Met - 13.04% Nearly Met - 32.17% Not Met - 46.09%		Not Met - 42.86% Hispanic: Exceeded - 14.67% Met - 23.37% Nearly Met - 28.80% Not Met - 33.15% Students with Disabilities Exceeded - 6.72% Met - 16.42% Nearly Met - 21.64% Not Met - 55.22%		

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Site Based Professional Learning Teams	All Instructional Leadership teams (ILT) teams will continue to support the PLC (Professional Learning Community) work at the sites focusing on targeted instruction based on data analysis of common formative assessments and other local measures. All sites have PLC time scheduled into their work week. Continuing to implement the Cycles of Professional Learning, teachers will share and implement best practices to meet the needs of identified student groups and determine their success based on student data.	\$28,000.00	Yes
3.2	AVID Classes at PGHS and PGMS	AVID stands for Advancement Via Individual Determination and is a program that supports students in the academic middle as they prepare for and attend a four-year college/university. This program focuses on the students who have the potential to excel academically but are not demonstrating that ability in their classes.	\$121,145.26	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>AVID has very specific requirements for the class, and there are rigorous steps each student must complete to participate. AVID has been described as "Wonderful for all, but necessary for some."</p> <p>The middle school will offer two sections for grades 7 and 8, and the high school will have two sections, one serving grades 9 and 10, the other serving grades 11-12. The Avid District Director is also allotted one section as part of their teaching assignment.</p>		
3.3	English Language Arts Support Classes	Students who struggle in English language arts will receive multiple levels of support at the middle school. Students two or more grade levels behind will be scheduled in general education Read 180 courses and students will also have a transitions English class to support them with general education English classes.	\$48,129.90	Yes
3.4	Elementary Schools English Language Arts Intervention	<p>Elementary ELA programs will incorporate certificated teachers, instructional assistants, and materials needed to support grade level interventions such as Read 180, targeted foundational reading instruction, and designated English language development support.</p> <p>Students who are designated as below grade level will receive support in the classroom and with intervention staff. Instructional aides and the intervention teacher will also support teachers in the classroom with small group instruction.</p> <p>Designated English Language Development teachers will work with students to provide support to students who are emerging, expanding, and bridging proficiency levels of English language acquisition focusing on how English works. Designated ELD teachers will work closely with the classroom teacher to support students with current curriculum in the classroom.(Object codes 1000, 2000)</p>	\$730,340.04	Yes

Action #	Title	Description	Total Funds	Contributing
		An additional certificated 1.5 FTE will continue to support the elementary intervention program at Forest Grove and Robert Down. Increased instructional aide support will continue to support the intervention program and classroom teachers. These additional positions are funded by the Expanded Learning Opportunities Grant, Esser 3, and the Educator Effectiveness Grant.		
3.5	Language Review Teams	Designated English language development teachers collaborate with general education teachers to ensure English Learners access core programs. Language Review teams meet twice a year to discuss English learners' and reclassified fluent English learners' individual strengths, areas of growth, reclassification criteria, and designated support for CaASPP tests. The expenditure is for the cost of substitutes for teachers and English language development teachers to attend the Language Review Team day.	\$1,000.00	Yes
3.6	Math Intervention Programs	<p>Elementary teachers will support students through leveled targeted interventions in the classroom using small group instruction as well as grade level flexible grouping.</p> <p>In the Middle School, students two or more grade levels behind will be enrolled in Math 180 courses beginning in grade six. There are two sections - one general education and one special education. The Middle School will offer a 6th grade math support class where identified students are concurrently enrolled in the grade level math class. The support class offers a differentiated approach focusing on conceptual learning of mathematics and its application.</p> <p>At the high school, two math support classes serve students in Integrated Math 1 and 2. Students will be concurrently enrolled in the support class and the grade-level math class. The support classes offer a differentiated approach focusing on conceptual learning of mathematics and its application. (Object code 1000)</p>	\$163,082.52	Yes

Action #	Title	Description	Total Funds	Contributing
3.7	High School Productive Study Class	Based on a needs assessment, there will be a total of five sections for Math/ELA Independent Productive Study: Grades 9, 10, 11, and 12. This class is for completing unfinished classwork, homework assignments/projects, and studying for upcoming tests/quizzes. (object code 1000)	\$161,912.64	Yes
3.8	ELD Afterschool Homework Club	In response to feedback from the site and district English Learner Advisory Committees, an Afterschool Homework Club operates at Forest Grove. The club provides access to the support and technology necessary to complete classwork. The program also provides a positive social environment and a comfortable place for students to learn English.	\$7,000.00	Yes
3.9	Peer-to-Peer Tutoring and Mentoring	PGUSD will implement a peer tutoring program where our older students work with our younger students under the supervision of our staff. Based on our campuses' close proximity to each other, the middle school and high school students will tutor elementary students. The district will look for additional ways to implement this model to build relationships between schools and allow our older students to serve as positive examples for our elementary population.	\$0.00	Yes

Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

All of the actions in the 2022-2023 LCAP were carried out as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no materials differences to report.

An explanation of how effective the specific actions were in making progress toward the goal.

The actions for goal three include several aspects of our multi-tiered system of support for our students. The intervention classes at each of our sites use research based programs designed to accelerate learning and fill gaps in knowledge students may have from the pandemic. A key aspect of this goal are the instructional leadership teams at each site helping to drive the cycle of professional learning. These groups draw on the expertise of teachers to analyze formative and summative assessment data to identify areas where their instruction is needed most.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The district's reflections indicated a significant need for intervention services to help close learning gaps that developed during the pandemic. Intervention programs have expanded all school sites, and our educational partners encouraged PGUSD to build the peer tutoring program as another layer of support for our younger learners. We are adding the state testing data in English language arts and math for our socioeconomically disadvantaged youth, English Learners, Hispanic students, and students with disabilities because these are the groups that traditionally demonstrate achievement gaps when compared to our general population. Also, we are discontinuing the contract with Paper Tutoring services because our one-time funding for the program has expired. Also, feedback from educational partners including students and staff indicated that the expense (\$50,000 per year) was not worth renewing the program.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$777,530	0

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
4.20%	0.00%	\$0.00	4.20%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Goal 1: College and Career Ready

After assessing the needs, conditions, and circumstances of our low-income students, English learners, and Foster youth, we learned that our unduplicated students perform at the same rate as all students, as demonstrated in the Metrics section in this LCAP, and as demonstrated on the CA School Dashboard, Graduation Rate in 2022, where SED students graduation rate (96.3%) surpassed all student graduation rate (93.3)

In order to maintain and accelerate the performance of our low-income, English learners, and Foster youth students, we will continue implementing additional counselors, career technical education, and access to a robust broad course of study (Goal 1, Action 3, 4, 7) that is designed to enhance the base program and continue to support these students in their academic and graduation success. Other supports designed to maintain our high graduation rate and increase student completion of A-G requirements include the high school credit recovery class and the increase in high school productive sections (Goals 4, 5, 7). Staff supports designed to produce continual improvement in

addressing the academic needs of our students are continuing the instructional leadership teams and an increase in the high school professional learning community time (Actions 7 and 8).

We expect these actions to lead to continued results for low-income, English learners, and Foster youth students as they maintain and surpass the same performance level as all students. To maximize the impact of increasing graduation rates among all students, these actions are provided on a schoolwide basis.

Goal 2: Social Emotional Learning

After assessing the needs, conditions, and circumstances of our low-income students, English learners, and Foster youth, we learned that some of our unduplicated students (socioeconomically disadvantaged and English learners) have a higher rate of chronic absenteeism than all students. The district as a whole has a high rate of Chronic absenteeism (19.1%), with our socioeconomically disadvantaged youth (32.4%) and English Learners (26.1%) having very high rates. In addition, as demonstrated in the Engaging Educational Partners section, there remains strong concern from partners regarding social-emotional health.

PGUSD addresses the social-emotional well-being of students and staff in all of our actions associated with this goal. All of our actions are designed to prioritize the needs of socioeconomically disadvantaged youth and English learners even though these actions support the broader population as well. The actions seek to engage these student groups, improve their motivation to attend school, and increase access to social emotional learning supports. Our licensed mental health therapists will meet directly with students and provide ongoing, sustained professional learning for our staff, so they can support our students. Our school wide efforts through the Toolbox, Character Strong, and restorative practices will continue to form a collective effort at our sites to improve our students' ability to manage the stress and anxiety they encounter. All of the actions in this goal are designed to build a more positive, stimulating, and safe educational environment by creating a community of belonging leading to higher levels of student attendance and lower levels of suspension.

These actions are being provided on an LEA-wide or school-wide basis and we expect that the expulsion and suspension rates will continue to remain low, primarily for low-income, English learners, and foster youth, but also for all students in our community. To maximize the impact of SEL training and support, all students will be given access.

To address the social-emotional learning needs of students, all certificated and classified staff will continue to receive a series of professional development sessions geared toward strategies for the classroom as well as strategies for conflict resolution. The High School and Community High will also be trained on Restorative Practices and trauma-informed practices in 2023-2024. The goal is to build a positive school community that is student-centered and provides students with meaningful adult connections and guidance throughout their high school years. The high school will offer support classes for Integrated Math 1 and Integrated Math 2 designed to address students' skill gaps

in math. Other supports for unduplicated pupils include an increase from three to five sections of a High School Productive Study class. This class serves students in grades 9-12, so they can complete unfinished classwork, projects, and study for upcoming assessments.

Students with disabilities also have the option to be placed in the Read 180 and/or Math 180 program at the high school and are supported through a learning center model.

Students in Foster Care

All school front office and district office staff receive annual training on the rights of Foster Youth AB490 in August prior to school registration. Our school district is contacted by the Foster Care Liaison at Monterey County Office of Education to inform us of students placed with a Foster Care family in our school district. The district Director of Student Services contacts the principal and the school counselor with the student's name and grade. The school counselor places the student on the Students of Concern list in order to provide case management along with weekly check-ins to oversee the student's progress and address any emerging needs. Students have access to all services available on campus. Students are issued all instructional materials, Chromebooks (and iPads K-1st) if needed. Students also receive a backpack, school supplies, and a hygiene kit. We currently have two Foster students.

Students Experiencing Homelessness

All school front office and district office staff receive annual training on the rights of Students Experiencing Homelessness via the McKinney Vento Act. This year the training occurred in August prior to school registration. Our school district identifies students experiencing homelessness by reviewing each student's Residency Questionnaire. Parents are provided with a brochure that informs them of their rights. The Director of Student Services contacts the principal and the school counselor with the student's name and grade. The school counselor places the student on the Students of Concern list to provide case management and weekly check-ins to oversee the student's progress and address any emerging needs. The school counselor also contacts parents and provides information from the Monterey County resources notebook of local agencies that can provide additional services and assistance. Students have access to all services available on campus. Students are issued all instructional materials, including Chromebooks (and iPads K-1st) if needed. In addition, students are provided with a backpack, school supplies, and a hygiene kit. We currently have eight students experiencing homelessness.

Goal 3: Targeted Academic Growth for Unduplicated Students

As provided in the Engaging Educational Partners and Metrics section, the performance levels of low-income students, English learners, and Foster youth are at the same rate as all students, as demonstrated on the CA School Dashboard, Graduation Rate in 2022, where SED students graduation rate (96.2) surpassed all student graduation rate (93.6). Similarly, there are no EL students by graduation, as EL students have been reclassified before graduation.

To continue to address these strong outcomes, Goal 3, Actions 1, 2, 3, 4, 5, 6, and 7 provide additional college and career-ready resources and extra support in academic areas to ensure all students graduate with options for the next steps in their lives.

Although our graduation rates are high across all groups, these actions are important because state testing results reveal a gap between the achievement of our general population and several of our targeted groups - socioeconomically disadvantaged (-24% ELA, -17% Math), Hispanic (-13% ELA, -19% Math), English learners (-46% ELA, -27% Math), students with disabilities (-39% ELA, -34% Math).

We designed these actions to lead to increases in student scores on our MAP and CAASPP tests while continuing our high rates of graduating students who are ready for college and career, as measured by the metrics in Goal 1 and Goal 3. These actions are being provided on an LEA-wide or school-wide basis as it is likely that other students falling behind academically will also benefit from these actions.

Students who are struggling academically are our first priority. Every year our district intervention program is refined with a focus on ensuring we provide support for students identified with achievement gaps at the elementary, middle, and high school with a goal of closing the achievement gap for English learners, socioeconomically challenged students, students with disabilities, Foster youth and other targeted groups. The intervention programs consistently show the vast majority of students making individual growth.

For the 2023-2024 school year, we continue to administer the Measures of Academic Progress assessments K-11 three times per year to measure student progress and identify growth and strength skill areas. The test windows align with best practice, opening on or around the eighth, twentieth, and thirty-second weeks of school. The data assists our educational team in identifying and addressing skill gaps in our students. Our goal is to provide classroom intervention and support students with additional intervention push-in support in the classroom. We believe that providing a robust elementary intervention program is essential in supporting target student groups early with mathematics and literacy instruction. The elementary intervention supports include a multi-tiered system of support where teachers address the academic, social, and emotional needs of the child.

Every school has counseling services and school-wide programs such as Toolbox at Robert Down and Forest Grove, Character Strong at Pacific Grove Middle school, and Restorative Practices at Pacific Grove High School and Community High to ensure students' social and emotional needs are met. We are continuing with additional counseling hours at all sites to target students' social emotional needs as a preemptive measure. Professional development for certificated staff, classified staff, and administrators on social-emotional learning provides another layer of support for our students.

Every week professional learning communities organized by grade levels at the elementary level and departments at the secondary level work collaboratively. These teams analyze student work to identify student needs and differentiate instruction accordingly within and across

the grade levels. Each elementary school has an intervention team composed of a certificated teacher, an English language development teacher, special education teachers, and instructional aides who deliver support in the classroom. Additional intervention supports exist outside of the classroom with a pull-out model employed before, during, and after school. Intervention teachers and instructional aides push into the classroom to support students as needed with supplemental materials aligned to the core curriculum. Students receive homework help and tutoring before and after school. Students are monitored weekly to ensure they are progressing in meeting academic standards. The Read 180 program is offered before school for fourth and fifth grade students who are behind grade level in reading.

To support our English learners in the elementary grades, we have two certificated English Language Development (ELD) teachers who provide 30 minutes of daily designated support for English learners. An important component of their work is ensuring families are connected to the greater school community, and students are receiving the social emotional assistance they need at school. The ELD teachers also work in concert with the intervention team to ensure the instructional targets are met in a coordinated effort. Districtwide, ELD teachers were trained on Guided Language Acquisition Instruction (GLAD) strategies. They, in turn, demonstrate these strategies to other teachers in their classrooms and offer professional development at staff meetings and collaboration times throughout the school year. This makes core content comprehensible for English learners and other students with learning gaps. Tutoring is offered to all English learners at elementary, middle, and high school.

The middle and the high school intervention programs also follow a multi-tiered system of support model. The counseling departments at the middle and high school work with students to provide academic, social, and emotional support. Students who are identified with achievement gaps are placed in support classes such as Read 180 and Math 180. Students with Individual Education Plans (IEP) and 504 plans are scheduled into the learning center for one period a day to receive academic support, homework assistance, and re-teaching of skills. The middle school has an English transition class for students on IEPs who have completed the Read 180 program but still have an achievement gap that precludes them from accessing general education English language arts. The middle school 7th and 8th-grade AVID (Advancement Via Individual Determination) class builds students' academic skills and puts them on a trajectory to attend a four-year college. This program feeds the AVID program at the High School. Students who are identified as struggling according to formative assessments, grades, and teacher recommendations are assigned to the Academic Intervention Class after school. The middle school math department also has a math support class for grade 6 with concurrent enrollment in grade-level math. The intent is to provide students with additional and differentiated instruction to build conceptual understanding and increase academic language instruction for math.

The high school offers two AVID sections, one for incoming freshman and sophomores and another for 11th and 12th grades. Two additional sections of productive study have been added to provide more students with the opportunity to complete school work during the day and receive assistance if needed. The math department continues to provide math support sections for students taking Integrated Math 1 and Integrated Math 2. A 3rd full-time outreach counselor will continue to target English learners, low income, Foster, and homeless students while also supporting our students at Community High School academically, socially, and emotionally. High School students' social emotional needs are also addressed by the licensed mental health therapist.

Please note the amount of money our district spends on providing increased or improved services for our unduplicated students exceeds the estimated amount of Supplemental and Concentration Grant Funds listed above. Due to the fact Pacific Grove is a Basic Aid district, where funding comes from property taxes, the district will implement services that total \$1,160,955.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The Pacific Grove Unified School District is required to increase or improve services for EL, Foster Youth, and Low-Income students by 4.2% or \$777,530 as shown above. This increased percentage is met by actions and services included in the Local Control Accountability Plan. The following actions described below are increased or improved and meet and/or exceed the totality of the required increase as compared to services for all students and will yield an expected increase in student data outcomes for our unduplicated students.

Actions in the Local Control Accountability Plan:

In the plan, you will see the following actions marked as contributing which are included as part of the increased percentage:

Goal 1 Actions 3,4,7, 9

Goal 2 Actions 2,

Goal 3 Actions, 1, 2, 3, 4, 5, 6, 7, 8, 9

The planned quantitative increase of the budgeted LCFF expenditures is \$1,160,955, which is over the 4.2% percent required at \$777,530.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Pacific Grove Unified does not receive additional grant add-on funding.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$28,534,100.08	\$1,303,088.31	\$646,045.00	\$275,299.79	\$30,758,533.18	\$28,578,192.85	\$2,180,340.33

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Certificated Teachers, Classified Staff and Administrators	All Students with Disabilities	\$26,018,753.23				\$26,018,753.23
1	1.2	Instructional Materials and Resources	All Students with Disabilities	\$553,705.51	\$866,701.57	\$32,000.00	\$110,888.25	\$1,563,295.33
1	1.3	High School Outreach Counselor	English Learners Foster Youth Low Income	\$131,550.92				\$131,550.92
1	1.4	Career Technical Education	English Learners Foster Youth Low Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1.5	Broad Course of Study	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1.6	Technology Infrastructure	All Students with Disabilities			\$600,000.00		\$600,000.00
1	1.7	High School Credit Recovery class	English Learners Foster Youth Low Income	\$25,311.26				\$25,311.26
1	1.9	Increased professional learning community meeting time at Pacific Grove High School.	English Learners Foster Youth Low Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	1.10	Adjust facilities projects to prioritize	All Students with	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		repairs at the campus most in need of repairs.	Disabilities					
2	2.1	Counseling Services	All Students with Disabilities	\$800,686.08	\$0.00	\$0.00	\$0.00	\$800,686.08
2	2.2	Social Emotional Learning resources	English Learners Foster Youth Low Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.3	Parent Engagement & Student Success	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.5	Mental Health Professional Development - All Levels	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.6	Sustained Mental Health Training	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.7	Restorative Practices	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.8	Digital Citizenship and Literacy	All	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00
2	2.9	Parent Ed Tech Nights	All	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00
2	2.10	Middle School Student Advisory Period	All	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	2.11	Vector Training Student Safety & Wellness Courses Grades 6-12	All	\$0.00	\$0.00	\$6,045.00	\$0.00	\$6,045.00
2	2.12	High School Licensed Mental Health Therapist	All	\$0.00	\$176,869.46	\$0.00	\$0.00	\$176,869.46
2	2.13	Elementary Licensed Mental Health Therapist	All	\$0.00	\$0.00	\$0.00	\$155,411.54	\$155,411.54
2	2.14	Middle School Social Emotional Supports	All	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00
2	2.15	Equity and Cultural Proficiency	Targeted to EL, SES, Foster/Homeless All	\$0.00	\$0.00	\$0.00	\$9,000.00	\$9,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.1	Site Based Professional Learning Teams	English Learners Foster Youth Low Income	\$0.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00
3	3.2	AVID Classes at PGHS and PGMS	English Learners Foster Youth Low Income	\$121,145.26	\$0.00	\$0.00	\$0.00	\$121,145.26
3	3.3	English Language Arts Support Classes	English Learners Foster Youth Low Income	\$48,129.90	\$0.00	\$0.00	\$0.00	\$48,129.90
3	3.4	Elementary Schools English Language Arts Intervention	English Learners Foster Youth Low Income	\$508,822.76	\$221,517.28	\$0.00	\$0.00	\$730,340.04
3	3.5	Language Review Teams	English Learners	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
3	3.6	Math Intervention Programs	English Learners Foster Youth Low Income	\$163,082.52	\$0.00	\$0.00	\$0.00	\$163,082.52
3	3.7	High School Productive Study Class	English Learners Foster Youth Low Income	\$161,912.64	\$0.00	\$0.00	\$0.00	\$161,912.64
3	3.8	ELD Afterschool Homework Club	English Learners	\$0.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00
3	3.9	Peer-to-Peer Tutoring and Mentoring	English Learners Foster Youth Low Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2023-24 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$18,533,477	\$777,530	4.20%	0.00%	4.20%	\$1,160,955.26	5.95%	12.21 %	Total:	\$1,160,955.26
								LEA-wide Total:	\$163,082.52
								Limited Total:	\$1,000.00
								Schoolwide Total:	\$996,872.74

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.3	High School Outreach Counselor	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove HS & Community HS 9-12	\$131,550.92	.75%
1	1.4	Career Technical Education	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove HS 9-12	\$0.00	0
1	1.7	High School Credit Recovery class	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: PGHS & CHS 9-12	\$25,311.26	.2%
1	1.9	Increased professional learning community meeting time at Pacific Grove High School.	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove High School	\$0.00	0
2	2.2	Social Emotional Learning resources	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$0.00	0
2	2.7	Restorative Practices				Specific Schools: Pacific Grove and	\$0.00	0

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						Community High 9-12		
3	3.1	Site Based Professional Learning Teams	Yes	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools TK-12	\$0.00	0
3	3.2	AVID Classes at PGHS and PGMS	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Middle and High School grades 7,8,9,10,11,12	\$121,145.26	.5%
3	3.3	English Language Arts Support Classes	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Middle School 6, 7, 8	\$48,129.90	.5%
3	3.4	Elementary Schools English Language Arts Intervention	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Robert Down and Forest Grove TK, K, 1,2,3,4,5,	\$508,822.76	3%
3	3.5	Language Review Teams	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$1,000.00	0%
3	3.6	Math Intervention Programs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools k-12	\$163,082.52	.5%
3	3.7	High School Productive Study Class	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove High School 10,11,12	\$161,912.64	.5%
3	3.8	ELD Afterschool Homework Club	Yes	Schoolwide	English Learners	Specific Schools: Forest Grove 3-5	\$0.00	0
3	3.9	Peer-to-Peer Tutoring and Mentoring	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$0.00	0

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$28,213,811.41	\$28,213,811.41

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Certificated Teachers, Classified Staff and Administrators	No	\$25,073,484.00	\$25,073,484.00
1	1.2	Instructional Materials and Resources	No	\$995,266.00	\$995,266.00
1	1.3	High School Outreach Counselor	Yes	\$90,020.00	\$90,020.00
1	1.4	Career Technical Education	Yes	\$0.00	0
1	1.5	Broad Course of Study	No	\$0.00	0
1	1.6	Technology Infrastructure	No	\$660,000.00	\$660,000.00
1	1.7	High School Credit Recovery class	Yes	\$17,190.40	\$17,190.40
2	2.1	Counseling Services	No	\$242,924.99	\$242,924.99
2	2.2	Social Emotional Learning resources	Yes	\$0.00	0
2	2.3	Parent Engagement & Student Success	No	\$0.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.4	Fundamentals of Success	Yes	\$17,189.30	\$17,189.30
2	2.5	Institute for Social Emotional Learning	No	\$0.00	0
2	2.6	Trauma Informed Practices PD	No	\$0.00	0
2	2.7	Restorative Practices	No	\$0.00	0
2	2.8	Digital Citizenship and Literacy	No	\$4,000.00	\$4,000.00
2	2.9	Parent Ed Tech Nights	No	\$4,000.00	\$4,000.00
2	2.10	High School and Middle School Student Advisory period	No	\$0.00	0
2	2.11	Vector Training Student Safety & Wellness Courses Grades 6-12	No	\$6,045.00	\$6,045.00
2	2.12	High School Licensed Mental Health Therapist	No	0	0
2	2.13	Elementary Licensed Mental Health Therapist	No	\$0.00	0
2	2.14	Middle School Social Emotional Supports	No	0	0
2	2.15	Equity and Cultural Proficiency	No	0	0
3	3.1	Site Based Professional Learning Teams	Yes	\$0.00	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.2	AVID Classes at the High and Middle School	Yes	\$113,317.30	\$113,317.30
3	3.3	English Language Arts Support Classes	Yes	\$72,158.34	\$72,158.34
3	3.4	Elementary Schools English Language Arts Intervention	Yes	\$679,656.22	\$679,656.22
3	3.5	Language Review Teams	Yes	\$1,000.00	\$1,000.00
3	3.6	Math Intervention Programs	Yes	\$141,292.86	\$141,292.86
3	3.7	High School Productive Study Class	Yes	\$73,290.40	\$73,290.40
3	3.8	HS math tutoring section	Yes	\$22,976.60	\$22,976.60
3	3.9	Paper Tutoring Service	No	0	0

2022-23 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
803,716	\$1,210,901.02	\$1,210,901.02	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.3	High School Outreach Counselor	Yes	\$90,020.00	\$90,020.00		
1	1.4	Career Technical Education	Yes	\$0.00	0		
1	1.7	High School Credit Recovery class	Yes	0	0		
2	2.2	Social Emotional Learning resources	Yes	\$0.00	0		
2	2.4	Fundamentals of Success	Yes	\$17,189.30	\$17,189.30		
3	3.1	Site Based Professional Learning Teams	Yes	\$0.00	0		
3	3.2	AVID Classes at the High and Middle School	Yes	\$113,317.30	\$113,317.30		
3	3.3	English Language Arts Support Classes	Yes	\$72,158.34	\$72,158.34		
3	3.4	Elementary Schools English Language Arts Intervention	Yes	\$679,656.22	\$679,656.22		
3	3.5	Language Review Teams	Yes	\$1,000.00	\$1,000.00		
3	3.6	Math Intervention Programs	Yes	\$141,292.86	\$141,292.86		
3	3.7	High School Productive Study Class	Yes	\$73,290.40	\$73,290.40		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.8	HS math tutoring section	Yes	\$22,976.60	\$22,976.60		

2022-23 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
21,460,150	803,716		3.75%	\$1,210,901.02	0.00%	5.64%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated Assistance.

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

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|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input checked="" type="checkbox"/> Public Hearing |
-

SUBJECT: Public Hearing for the Tentative Agreement with the California School Employees Association (CSEA) for 2022-23

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and The California School Employees Association (CSEA) for 2022-23.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and the Classified School Employees Association and its Pacific Grove Chapter 229 (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2022-23 school year:

Article II, Wages

For the 2022-23 school year, the parties agree to a salary schedule increase of 5.0% effective July 1, 2022.

Article III, Health and Welfare Benefits

The parties agree to raise the district contribution towards health insurance by \$1,000.00 per year from \$7,425.36 to \$8,425.36 per year.

Article V, Leave Policies

See attached article for changes to Article V, Leave Policies

Article VI, Hours of Employment

See attached article for changes to Article VI, Hours of Employment

Article IX, Evaluations

See attached article for changes to Article IX, Evaluations

Article XI, Employee Layoffs

See attached article for changes to Article XI, Employee Layoffs

FISCAL IMPACT:**Article II, Wages**

	<u>Total Compensation of 5%</u>	<u>\$1,000/year Health & Welfare</u>	<u>Total Fund</u>
General Fund	\$373,720	\$56,660	\$430,380
Adult Ed Fund	\$46,433	\$18,831	\$65,264
Child Development Fund	\$11,095	\$7,161	\$18,256
Cafeteria Fund	\$15,277	\$4,638	\$19,915
Building Fund	\$238	\$0	\$238
Grand Total	\$446,763	\$87,290	\$534,053



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PUBLIC HEARING C
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
Josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, May 18, 2023, regarding

**PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND
PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
PACIFIC GROVE TEACHERS
ASSOCIATION (PGTA)**

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m in person at the District Office, 435 Hillcrest Avenue, Pacific Grove or virtually. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreements will be available for public viewing beginning May 15, 2023, through May 18, 2023. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: May 8, 2023

**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

TENTATIVE AGREEMENT

May 8, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), collectively referred to as "The Parties," hereby agree to the following terms to settle negotiations for Article II: Wages and Article III: Health and Welfare Benefits:

Article II: Wages

1. The 2021-2022 Classified Salary Schedule shall be increased by five percent (5%) for the 2022-2023 fiscal year, effective July 1, 2022.
2. Employees in active status on the date of CSEA ratification of this Agreement and bargaining unit members who retire during the 2022-2023 fiscal year shall be eligible for the retroactive increase.

Article III: Health and Welfare Benefits

1. The Parties agree to increase the District's contribution towards health insurance by \$1000.00 per year from \$7,425.36 to \$8,425.36 per year. This increase shall be effective July 1, 2022.

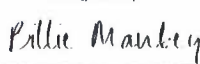
Retroactive compensation for wages and health insurance benefits from July 1, 2022 shall be paid within 60 days of the signing of this Agreement. Compensation shall be inclusive of, but not limited to, all paid time, professional growth, and longevity.

This Tentative Agreement shall be effective upon ratification by CSEA Pacific Grove Chapter 229 and adoption by the Pacific Grove Unified School District Board of Trustees.

For the District:




 Joshua Jorn,
 Assistant Superintendent, Business Services



 Billie Mankey, Director II, Human Resources

For CSEA Chapter 229



 Leslie Ternullo, President/Negotiations Team



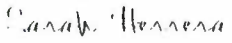
 Greg Kelley, Vice President/Negotiations Team



 Jill Houston, Negotiations Team



 Nargess Akhavi, Negotiations Team



 Sarah Herrera, Labor Relations Representative

Date Signed: 5/8/2023

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| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input checked="" type="checkbox"/> Public Hearing |
-

SUBJECT: Public Hearing of Tentative Agreement with Pacific Grove Teachers Association (PGTA) for Fiscal Year 2022-2023

DATE: May 18, 2023

PERSON RESPONSIBLE: Josh Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for fiscal year 2022-2023.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and PGTA.

The District and PGTA agree to resolve issues in negotiations for the 2022-23 school year on the following items:

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2022 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased effective July 1, 2022 by 5.0%. The retroactive pay shall be made within sixty (60) days of ratification of this Agreement by both Parties.

4. Article III – Benefits – regarding an increase in the benefits allowance as attached.
5. Article IX – Evaluation – regarding elimination of the mid-year progress summary for temporary and probationary certificated staff as attached.
6. Article IX – Evaluation – amending the extended evaluation period as attached.
7. Article II – Wages – adding over- and underpayment repayment language as attached.
8. Article XII – Class Size – amending current class size language, setting class maximums and a payment for certificated staff when classes exceed the maximum number of students as attached.
9. Article VI – Transfers/Assignments – establishes the pay for summer school as attached.
10. Article II – Wages – corrects inaccurate language on the psychologists’ salary schedule as attached.
11. Article VIII – Hours of Employment – adjusts teaching hours language to incorporate the new high school bell schedule, preparation time, and professional learning community meetings as attached.
12. X – Grievance Procedures – clarifies the process and forms used in grievance procedures and adds mediation language as attached.

FISCAL IMPACT:

Article II, Wages

	<u>Total Compensation of 5%</u>	<u>\$1,000/year Health & Welfare</u>	<u>Total Fund</u>
General Fund	\$936,376	\$102,000	\$1,038,376
Adult Ed Fund	\$26,368	\$2,000	\$28,368
Child Development Fund	\$3,229	\$1,000	\$4,229
Grand Total	\$965,973	\$105,000	\$1,070,973



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PUBLIC HEARING D
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

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rporras@pgusd.org

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
Josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, May 18, 2023, regarding

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COLLECTIVE BARGAINING AGREEMENTS FOR
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND
PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
PACIFIC GROVE TEACHERS
ASSOCIATION (PGTA)**

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m in person at the District Office, 435 Hillcrest Avenue, Pacific Grove or virtually. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreements will be available for public viewing beginning May 15, 2023, through May 18, 2023. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: May 8, 2023

TENTATIVE AGREEMENT
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
PACIFIC GROVE TEACHERS' ASSOCIATION

The Pacific Grove Unified School District (District) and the Pacific Grove Teachers' Association (PGTA) hereby resolve the following issues in negotiations for the 2022-2023, 2023-2024 school years on the following terms and conditions:

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2022 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased effective July 1, 2022 by 5.0%. The retroactive pay shall be made within sixty (60) days of ratification of this Agreement by both Parties.
4. Article III – Benefits – regarding an increase in the benefits allowance as attached.
5. Article IX – Evaluation – regarding elimination of the mid-year progress summary for temporary and probationary certificated staff as attached.
6. Article IX – Evaluation – amending the extended evaluation period as attached.
7. Article II – Wages – adding over- and underpayment repayment language as attached.
8. Article XII – Class Size – amending current class size language, setting class maximums and a payment for certificated staff when classes exceed the maximum number of students as attached.
9. Article VI – Transfers/Assignments – establishes the pay for summer school as attached.
10. Article II – Wages – corrects inaccurate language on the psychologists' salary schedule as attached.
11. Article VIII – Hours of Employment – adjusts teaching hours language to incorporate the new high school bell schedule, preparation time, and professional learning community meetings as attached.
12. X – Grievance Procedures – clarifies the process and forms used in grievance procedures and adds mediation language as attached.

Pacific Grove Unified School District Proposal to PGTA

May 3, 2023

SALARY AND HEALTH BENEFITS

The Pacific Grove Unified School District proposes for the 2022-23 school year a 5.5% total compensation package as follows:

1. Effective July 1, 2022, the 2021-22 Certificated salary schedule shall be increased by 5.0%.
2. Effective July 1, 2022, the following modifications shall be made to Article III Employee Benefits equaling a \$1,000 increase in benefits:

2. Beginning July 1, 2022, the District will provide a health benefit program for Full-Time bargaining unit members (.8 FTE shall be considered Full-Time for health benefits purposes only) who are enrolled in a MCSIG medical plan, which shall consist of a medical plan with optional dental and vision. The District's maximum contribution for health benefits for Part-Time bargaining unit members working fewer than eight-tenths (.8) of thirty seven and one-half (37.5) hours per week but four-tenths (.4) or more of a Full-Time equivalent shall be one half of the amounts below. The District's maximum contribution to MCSIG for health benefits for Full-Time employees shall not exceed the following monthly amounts on a 10-month basis:

Employee Only	\$690.00
Employee and Dependents	\$1,152.00

3. Complete Care Program. Bargaining unit members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed the following monthly amounts on a 10-month basis:

Employee Only	\$ 256.00
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

The District proposes to modify Article IX – Evaluation – by deleting paragraphs D.3.c.(12) on page 42 and J. 5. on page 45 of the collective bargaining agreement. **This eliminates the “Progress evaluation summary” commonly referred to as the “mid-year summary”** from the evaluation process.

Omit Original in Article IX language below:

P. 42 - D.3.c.(12)

A progress report and conference shall be completed for each temporary and probationary employee by December 15th (Exhibit 12h).

P.45 - J. 5

By December 15th – The evaluator shall complete a progress evaluation summary form and hold a conference with each temporary and probationary employee. The report is to be submitted to the personnel office.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

The District proposes to replace item K of Article IX – Evaluation – with the following provision:

K. Permanent Employees.

- a. Permanent certificated employees shall be evaluated at least every other year. However, the evaluator and the employee may mutually agree to an evaluation schedule of at least every five (5) years if all of the following criteria are met:
 - i. The employee has been employed by the District for at least ten (10) years.
 - ii. The employee has completed all requirements for the credential to perform the duties of the assigned position.
 - iii. The employee's previous evaluation rated the employee as meeting or exceeding standards.
 - iv. At any time, either the evaluator or the employee may withdraw consent in writing to the five-year evaluation schedule. In the event consent is withdrawn, the evaluation will occur during the following school year. If consent is withdrawn on or before November 1 of the current year, the evaluation will occur during that school year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

May 3, 2023

The District proposes to add to the end of Article II - Wages, A - Salary Schedule, the following:

14. Overpayment to a bargaining unit member: Any payroll error resulting in an overpayment to a bargaining unit member shall be repaid within a reasonable time frame developed through mutual agreement between the bargaining unit member and the District. When there is a payroll error which results in an overpayment to the bargaining unit member, they shall be allowed to repay through monthly payroll deductions, unless an agreement is reached to repay through alternative means. In no event shall a bargaining unit member's repayment plan reduce their net pay by more than twenty-five percent (25%) per pay period.

15. Underpayment to a bargaining unit member: In the event that a bargaining unit member is underpaid due to a payroll error, the District shall follow California Education Code Section 45048 sections.

16. Timeliness for repayment: In the event of overpayment or underpayment to a bargaining unit member, the statute of limitations of 3 years will apply.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

PROPOSAL TO

PACIFIC GROVE TEACHERS ASSOCIATION

May 3, 2023

XII. CLASS SIZE

A. Elementary Class Size.

1. The District shall set a goal for the student-to-teacher ratio for elementary school to be the following at any site:

- Grade TK: As prescribed by the California Department of Education (ed code 48000 (g)(1))
- Grades K-2 (Primary Elementary): 25:1
- Grades 3-5 (Intermediate Elementary): 28:1

The maximum class size for an individual class will be the following:

- Grade TK: As prescribed by the California Department of Education (ed code 48000 (g)(1))
- Grades K-2: 27 student maximum
- Grades 3-5: 29 student maximum

Reasonable efforts shall be made to equalize ratios between elementary schools and between individual classes. When it appears necessary for a class to exceed the maximum, the principal shall call a meeting to be held as soon as possible with all teachers assigned at that grade level to discuss alternatives. If no agreement is reached, the provisions of Section C. 1 will be followed.

2. Elementary P.E. classes shall be staffed at a ratio of seventy-five (75) students per class if an aide is provided. When it appears necessary for a P.E. class to exceed seventy-five (75) students, the principal shall meet with all the elementary P.E. teachers to discuss alternatives. If no agreement on a satisfactory alternative is reached, the provisions of C.1 will be followed. If no aide is provided, the class size for PE classes will match the maximum set forth in paragraph 1 above.

3. Student-to-teacher ratio computation at the elementary school level shall include only general education classroom teachers.

4. Each year, before the close of the regular session, the principal shall meet and consult with the teaching staff concerning student grouping and class size. During the first week of school, a follow-up staff meeting will be held to review student grouping and class size for modifications, if necessary.

5. Combination classes – In recognition of the need for additional preparation and the need to divide teaching time between multiple grade levels, combination classes will have a maximum

size four less than the average size of the combined grade levels of the affected grades. No combination class will consist of a combination of primary and intermediate elementary students.

B. Secondary Class Size.

1. The Middle School shall have the number of teachers necessary to provide a school ratio of one (1) teacher per twenty-six (26) students. The High School shall have the number of teachers necessary to provide a school ratio of one (1) teacher per twenty-eight (28) students.

2. Each department shall have an average student-to-teacher ratio of not more than thirty (30) to one (1). When it appears necessary for an individual class to exceed thirty-two (32) students, the principal shall call a meeting with the department to examine why it is necessary to exceed thirty-two (32) students and will work with the department to meet particular needs. If no agreement is reached, the provisions of Section C. 1 will be followed.

3. Exceptions to this maximum are permitted in the following situations:

a. Secondary P.E. classes shall be staffed at a ratio of forty-five (45) students per teacher per period. If an individual class exceeds forty-five (45) students, an aide will be provided for that class. The maximum class size with an aide is sixty (60) students.

b. The principal and the department may exceed maximums as outlined in Section C.1.

c. Band, orchestra, chorus, and play production class sizes shall be arranged between the principal and the instructor.

4. In classes with workstations, the number of students shall not exceed the number of workstations in the classroom. Examples include but are not limited to science, culinary arts, art, photo, computer science, and engineering.

5. Before the close of each semester, the principal shall meet and consult with the members of each department concerning class size. During the first week of each semester, a follow-up department meeting will be held to review student grouping and class size for modifications, if necessary.

6. Student-to-teacher ratio computation at the secondary level shall include the following teachers:

a. Middle School - General Education teachers (including P.E.) and music teachers only.

b. High School - General Education teachers (including P.E.) and music teachers only.

C. General Provisions.

1. At any point in the school year, if a teacher's classroom maximum is exceeded or a department's maximum ratio is exceeded, a conference shall be held with the teachers involved,

an Association representative, the site principal, and the Superintendent or Assistant Superintendent to discuss alternative placement possibilities.

- a. If there is no valid alternative placement, the Superintendent may exceed a class size maximum.
- b. After the adjustment period of 10 days has passed (item 2 below), the District will pay \$250 per month when the class limit is exceeded by either one (1) or two (2) students. For three (3) or more students over the class limit, the payment will increase by \$125-per student per month. Payment will be made on a prorated basis any time the class size is exceeded for less than one full month, excluding the adjustment period.
- c. Once the payment period begins, compensation will be paid within sixty (60) days.
- d. If enrollment increases during one (1) semester at secondary schools or one (1) trimester at an elementary school, the District will consider employing an additional teacher. Reduction of the teacher's class size may be delayed until the following semester or trimester in order to avoid mid-semester disruption for students that would be removed from the affected class. If the class size exceeds the maximum provided herein, the District will pay the teacher in the same manner described in section b.

2. An adjustment period of ten (10) days will be provided to allow sufficient time for management to make enrollment changes when a class maximum is exceeded. Reasonable effort will be made to complete these changes within ten (10) school days at the beginning of the school year and five (5) days at the second semester. During this adjustment period, no action will be taken by the teachers or the Association on student-to-teacher ratios and maximum class sizes.

3. Reasonable efforts shall be made at all levels to assure equitable class sizes through scheduling. Newly enrolled students will be distributed as equitably as practical. By May, the Assistant Superintendent or their designee shall notify all TK-5 students assigned to a school not in their attendance area for the purpose of class balancing that they shall be returned to their neighborhood school.

4. A new student may be temporarily placed until permanent placement is made. Permanent placement shall be made within five (5) school days.

5. If enrollment increases during one (1) semester and reaches a point where a new teacher is required, a teacher will be employed. Employment may be delayed until the following semester in order to avoid mid-semester disruption.

6. Reasonable efforts shall be made at all levels to assure equal distribution of students with exceptional needs among the general education class periods at each building site.

D. Resource Special Education

1. Resource Caseload - After the first ten (10) school days of each school year, for each student on the regular caseload of an RSP Special Education teacher in excess of twenty-eight (28) for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment

shall be made no later than sixty (60) days after the month in which the caseload exceeded twenty-eight (28).

2. Resource Class Size - After the first ten (10) school days of each school year, for each resource student on the class roster of an RSP Special Education teacher in excess of twenty (20) students for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the class size exceeded twenty (20).

E. Special Day/Inclusion Special Education

1. Special Day/Inclusion Caseload - After the first ten (10) school days of each school year, for each student on the regular caseload of a Special Day/Inclusion Special Education Teacher teacher in excess of the Monterey County SELPA recommended class size/caseload maximums for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the caseload maximum was exceeded.

2. Special Day/Inclusion Class size - After the first ten (10) school days of each school year, for each student on the class roster of a Special Day Class/Inclusion Special Education teacher in excess of the Monterey County SELPA recommended class size/caseload maximums for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the caseload maximum was exceeded.

SELPA recommended class size/caseload
Preschool (Mild/Mod/Severe) Maximum of 12
Primary SDC/Inclusion (Mod/Severe) Maximum of 8 Intermediate SDC/Inclusion (Mod/Severe) Maximum of 8
Primary SDC/Inclusion (Mild/Moderate) Maximum of 12 Intermediate SDC/Inclusion (Mild/Moderate) Maximum of 12
Secondary SDC/Inclusion (Mod/Severe) Maximum of 12
Adult Transition Program (Mild/Mod/Severe) Life Skills and Community Based Instruction Maximum of 12

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

May 3, 2023

The district proposes to add the following summer school compensation language to article VI. Special Assignments/Transfer; I. Summer School:

1. Certificated staff members will receive their hourly pay based on their placement on the PGUSD salary schedule or the instructional hourly rate, whichever is higher. The hourly pay rate will be computed as follows: Annual salary divided by one hundred eight-five (185) = daily rate. Daily rate divided by seven (7) = hourly rate.
2. The length of a Summer School assignment will be twenty-one (21) days, including one (1) day of preparation. The length of each day will be four hours of instruction and thirty (30) minutes of preparation time.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

Proposed Psychologist Salary Schedule Cleanup

- 2021-2022 Psychologists Salary Schedule **Notes Section** states:

“The ratio provides for the responsibility assumed by the psychologist and an extended work year of 20 days beyond that expected of teachers. Ratio included in the salary calculations above.”
- The base salary extended work year of “20 days beyond that expected of teachers” is incorrect and should read “18 days beyond that expected of teachers” which coincides with the language at the top of the salary schedule.
- TA (May 24, 2021) #10 states 203 days worked, which is 18 days beyond that expected of teachers.

Proposed Psychologist Contract Language Cleanup

- Maintain Current Language
 - *Article VIII: Exceptions to 185 day work year as follows*
 - *Psychologists: An additional 18 days to be spent before or after the regular work year, depending upon the needs of the parents, students, and District as determined by the individual psychologist.*

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**PROPOSAL TO****PACIFIC GROVE TEACHERS ASSOCIATION****May 3, 2023**

Amend Article VIII HOURS OF EMPLOYMENT as follows:

C. Teaching Hours:

1. A full-time assignment at the secondary level (grades 6 - 12) shall consist of five (5) sections. A reasonable effort will be made to assign no more than three (3) course preparations to a teacher unless a teacher requests otherwise.
2. Full-Time teachers of TK through five (5) shall be assigned approximately the same number of student contact hours each day.
3. The classroom teaching hours may be reduced for minimum days and other programs as determined by the school calendar and school principal.
4. Every effort will be made to not assign a high school teacher four (4) classes in one block day. In the case a teacher is assigned four classes in one day, the department will be given an opportunity to adjust assignments to better balance the workload among department members.

D. Preparation Periods and Professional Learning Communities (PLC):

1. For full time teachers of grades 9 - 12:
 - a. Teachers shall be assigned one section each week (215 minutes) for preparation time, with one additional class period per week chosen by the department in accordance with item b, below.
 - b. PLC meetings within departments shall occur within the school day during a mutual section in which all department members will have no class offerings. The PLC meetings shall occur two times each week for the entire designated class period. The third meeting of this section will be designated an additional preparation period. PLC blocks will vary between departments.
2. Full-time teachers of grades 6 - 8 shall be assigned one teaching period each day for preparation time. PLC meetings will occur once per week when school has an early release for students.

3. Full-Time teachers of grades TK through five (5) shall have at least an average of 170 minutes of preparation time per week. The faculty and the principal at each elementary school site shall determine the manner in which the 170 minutes preparation time shall be distributed throughout the week. Reasonable effort will be made to distribute preparation time equally among teachers within a building site. PLC meetings will occur once per week when school has an early release for students.
4. The length of preparation periods and/or PLC time may be reduced for minimum days and other programs as determined by the school calendar and school principal.
5. In emergency situations, teachers may be called upon during their preparation period to assist or provide coverage until a substitute arrives. Events which have been previously scheduled such as State testing programs or District meetings do not constitute an emergency. Unit members will be compensated a minimum of one hour at the instructional rate for coverage of 10-60 minutes and then at the instructional rate for any subsequent required hours.
6. Principals may authorize a teacher to leave school during a preparation period when, in the principal's opinion, such leaving is for the benefit of the school's program or an emergency has arisen. If the principal is not available, the bargaining unit member shall leave a message with the office staff.
7. Each psychologist and speech therapist shall be allowed one-half (1/2) day per week for office time which is, in effect, their common preparation time.
8. Special Education teachers will have 240 minutes per week for caseload duties/collaboration.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

Article X. GRIEVANCE PROCEDURES is to be amended as follows:

A. Purpose.

1. The intent of this procedure is to promptly process and resolve grievances arising under this agreement at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as appropriate for the particular level of the procedure.

B. Definitions.

1. A grievance is a claim of a violation, misinterpretation, or misapplication of the express terms of this agreement, which adversely affects the grievant. Action to challenge or change the terms of this agreement shall not be considered a grievance.

2. A grievant is either:

a. An individual bargaining unit member; or

b. A group of bargaining unit members with the same grievance. The District will decide whether the grievance is satisfactorily similar to process a single grievance. No more than two (2) grievants and their conferees will be provided release time for processing a common grievance. The two (2) grievants will be selected by the Association. This procedure shall not supersede an individual grievant's right to process a grievance without Association intervention; or

c. The Association.

3. An immediate supervisor is the management member who assigns, reviews or directs the grievant's work.

4. A day is any work day for the grievant.

C. General Provision.

1. Time Limits.

a. Time limits specified at each level shall be considered maximums to ensure the prompt resolution of the grievance. With the written consent of each party, the time limitations for each step may be extended.

b. In the event that all the steps in the grievance procedure cannot be processed by the end of the grievant's work year, the time limits may be reduced by mutual consent so that the procedure may be completed by the end of the work year or as soon thereafter as practical.

c. Time limits provided for appeal at each step shall begin the day following receipt of a written decision by either party.

d. Response. If the District fails to respond within the timelines, the grievance shall be advanced to the next level.

2. Conference. Either party shall have the right to conference, upon request, at each level.

3. Representation. Each party may be represented by a conferee at any point in the grievance process.

4. Records. The District shall retain all records of the grievance proceedings in a separate grievance file, not with the bargaining unit member personnel file. Each year, in August, all records of grievance proceedings four (4) years old will be destroyed.

5. Reprisals. No reprisals shall be taken by or against any participants in a grievance procedure by reason of such participation.

6. Level 2 Grievance: Superintendent or Designee. If a grievance arises from action or inaction on the part of a member of the administration at a level at or above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at Level 2 (Exhibit 13e).

7. Scheduling Meetings. Whenever possible, meetings at the Informal Level, Level 1, and Level 2 shall occur before or after regular teaching hours.

8. Continuance of Service. The grievant shall continue to discharge their duties until the grievance is resolved.

9. Conditions for Adjustments. Nothing contained herein shall be construed as limiting the right of any bargaining unit member to have the grievance adjusted without intervention by the Association, as long as:

- a. The adjustment is reached prior to arbitration.
- b. The adjustment is consistent with the terms of the agreement.
- c. The Association received a copy of both the grievance and the proposed resolution and was given the opportunity to file a response.

10. Further Legal Action. No rights of the grievant to further legal action shall be abrogated.

11. Participation by a Representative. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, they will, upon request to the Superintendent/Designee by the President of the Association, be given reasonable release time without loss of pay in order to participate in any level of the grievance procedure. Any bargaining unit member who is requested to appear in meetings or hearings as a witness will be accorded the same right.

D. Grievance Procedure.

1. Informal Level:

- a. A bargaining unit member, group of members, or the Association will meet with the appropriate supervisor in an attempt to resolve a complaint informally prior to filing a grievance.
- b. The request for a meeting will occur within twenty-five (25) days after the grievant knew or should have known with the exercise of due diligence of the alleged violation causing the complaint. The meeting will occur within ten (10) days of the receipt of the request.
- c. Following the meeting, the supervisor will document the complaint and resolution, if any, in writing. A copy of the documentation shall be provided to the grievant, the Association and Superintendent/Designee (Exhibit 13).

2. Level 1: School Principal/Supervisor

- a. If the informal discussion does not resolve the grievance to the grievant's satisfaction, the grievant may file a Level 1 Grievance with their immediate supervisor (Exhibit 13a).
- b. A Level 1 Grievance must be initiated no later than fifteen (15) days after the Informal Meeting or an alleged violation of the agreement reached at the Informal Meeting.
- c. The Level 1 Grievance shall be made in writing on the Certificated Employee Grievance Form (Exhibit 13a) and shall be filed with the immediate supervisor, the Association, and the Superintendent on the same day.
- d. The Level 1 Grievance shall include a clear, concise statement of the grievance and the circumstances involved, the applicable section of the agreement, and the specific remedy sought.
- e. The immediate supervisor shall render a proposed resolution decision on the Certificated Employee Grievance Response Form (Exhibit 13b) within ten (10) days after the Level 1 Grievance has been filed. Copies of the form shall be provided, on the same day, to the grievant, the Association, and the Superintendent.

- f. The grievant shall have up to ten (10) days to either accept the proposed resolution or submit a Level 2 Grievance to appeal the Level 1 decision (Exhibit 13c).

3. Level 2: Superintendent or Designee

- a. The grievant may appeal the Level 1 decision to the Superintendent within ten (10) days of the decision using the Certificated Employee Grievance Appeal Form (Exhibit 13c). The appeal shall include a statement of the reason for the appeal and the specific remedy sought.
- b. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at Level 2: Superintendent or Designee without filing a Level 1 Grievance. The formal grievance shall be in writing on the Certificated Employee District Level Grievance Form (Exhibit 13e) and shall be filed on the same day with the Association and the Superintendent.
- c. Within ten (10) days, the Superintendent shall investigate the grievance and render a proposed resolution. The resolution shall be submitted to the grievant and the Association in writing on the same day (Exhibit 13d).
- d. The decision at Level 2 shall be final unless appealed to Level 3: Mediation by the grievant within fifteen (15) days.

4. Level 3: Mediation

- . The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the grievance.
- a. The mediator shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance in a timely manner.
- b. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- c. In the event that the grievant, the Association, and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator within fifteen (15) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three: Mediation and the grievance may proceed to Level Four: Arbitration.

- d. Expenses. The fees and expenses of the mediator, if required, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.

5. Level 4: Arbitration

- e. Timeline. Within fifteen (15) days after the decision of the Superintendent/Designee or the end of Mediation, the grievant may request in writing that the Association submit their grievance to arbitration. Copies of the request for arbitration will be submitted to the Superintendent.
- f. Selection of the Arbitrator. Upon receipt of the written request from the Association, the Superintendent or their designee shall within five (5) days request the American Arbitration Association (AAA) to supply a panel of five (5) names.
- g. Response Timeline. The Superintendent and the Association shall, within ten (10) days, either mutually agree upon an arbitrator or notify the AAA to select an arbitrator in accordance with its rules.
- h. Expenses. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.
- i. Limitations Upon The Arbitrator. The rules of the AAA shall govern the arbitration with the exception stated within this Agreement. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit their decision to the application and interpretation of its provisions.
- j. Arbitration Finding. Within ten (10) days of selection, provided an arbitrator is available, the arbitrator shall conduct a hearing and submit their findings and award in writing to the Board of Education, the grievant, and the Association. The award of the arbitrator shall be binding on the grievant, the Association, and the District.
- k. Arbitration Review. The award of the arbitrator may, on petition of either the Board of Education or the grievant and the Association, be reviewed by a court of competent jurisdiction in the same manner as a decision made by a hearing officer under Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. The court, on review, shall determine whether there was sufficient evidence to support the arbitrator's findings and award. The reviewing court may not exercise its independent judgment on the evidence.

GRIEVANCE PROCEDURE FORMS

Exhibit 13

Certificated Employee Grievance Form
Informal Meeting Summary

Date: _____

Grievant Name Title Site

Supervisor Name Title Site

Description of alleged grievance:

Resolution sought:

Meeting outcome:

Grievant Signature

Name of Conferee (if any)

Supervisor Signature

Exhibit 13a

Certificated Employee Grievance Form
Level 1

Date: _____

To:

Supervisor

Title

Site

From:

Grievant

Title

Site

Description of alleged grievance:

List the specific provisions of the collective bargaining agreement that apply to the alleged grievance:

Explanation of the adverse effect on the grievant:

Supervisor with whom the initial informal meeting was held and date:

Resolution sought:

Grievant Signature

Supervisor Signature indicating receipt

Date

Exhibit 13b

Certificated Employee Grievance Response Form
PGUSD Supervisor Response, Level 1

Date: _____

To:

Grievant Name Title Site

From:

PGUSD Supervisor Title Site

Date Exhibit Form 13a was received:

- A copy of PGUSD Certificated Employee Grievance Form Exhibit 13a is attached.

Response to the Level 1 Grievance:

Signature of Supervisor

Date

FOR PGTA USE ONLY

The supervisor's response (Exhibit 13b) to the grievance is:

	Satisfactory
	Unsatisfactory: Exhibit Form 13c is required for the next step in the Grievance Process.

Signature of PGTA Representative

Date

Exhibit 13c

Certificated Employee Grievance Appeal Form
Appeal to Level 2: Superintendent/Designee

Date: _____

To: PGUSD Superintendent

From:	Grievant Name(s)	Title	Site
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Date Submitted:

- Copies of all formal written documents required at previous level or levels are attached (Exhibits Form 13, 13a, 13b).

Indicated below the reasons you are not satisfied with the decision rendered in the previous level:

Include the specific resolution requested:

Signature of Grievant	Date
-----------------------	------

Superintendent Signature indicating receipt	Date
---	------

Exhibit 13d

PGUSD Certificated Employee Grievance Response Form
PGUSD Superintendent Response, Level 2

Date:

To:

Grievant Name

Title

Site

From:

PGUSD Superintendent

Response to Level 2 Appeal:

Signature of Superintendent

Date Submitted

FOR PGTA USE ONLY

The Superintendent's response (Exhibit 13d) to the grievance is:

	Satisfactory
	Unsatisfactory: Refer to the Grievance Process in the PGUSD/PGTA Collective Bargaining Agreement for the next step of Mediation.

Signature of PGTA Representative

Date

Exhibit 13e

Certificated Employee District Level Grievance Form

- Level 2: Superintendent/Designee
- Exhibit Forms 13a and Exhibit 13b do not apply as the grievance arises from alleged action or inaction on the part of a member of the administration at a level at or above the principal or immediate supervisor.

Date: _____

To: Superintendent Title Site

From: Grievant Title Site

Description of alleged grievance:

List the specific provisions of the collective bargaining agreement that apply to the alleged grievance:

Explanation of the adverse effect on the grievant:

Resolution sought:

Grievant Signature Date

Superintendent Signature indicating receipt Date


Dated: _____

District

PGTA


TENTATIVE AGREEMENT
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
PACIFIC GROVE TRACHERS' ASSOCIATION


DISTRICT

DocuSigned by:

5C304111020
Joshua Jorn

DocuSigned by:

6E941123914E4
Billie Mankey

DocuSigned by:

1E9A14A5BAE7412
Ralph Gomez-Porras

DocuSigned by:

0F099B04C05D492
Lou Lozano


DocuSigned by:

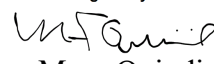
5DCCF80A255844E
Buck Roggeman

PACIFIC GROVE TEACHERS' ASSOCIATION

DocuSigned by:

92E94111020
Margaret Rice

DocuSigned by:

02A50B7611A
Susan Chavez

DocuSigned by:

0F4E9C065D0741A
Mary Quidimil

DocuSigned by:

6E941123914E4
Christall Hall-Kelly

DocuSigned by:

E4A950900E8
Lauren Davis

DocuSigned by:

5A11BF8E614
Sally Richmond

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|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Resolution No. 1107 LGBTQ+ Pride Month

DATE: May 18, 2023

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board adopt Resolution No. 1107 proclaiming June as LGBTQ+ Pride Month.

INFORMATION AND BACKGROUND:

June is a time to celebrate our dynamic Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ+) community, raise awareness of quality services, and foster a dialogue to promote a healthy, safe, and prosperous school climates and communities for all. By recognizing Pride Month, we reaffirm our commitment to support other policies, practices and curricula that honor and respect LGBTQ+ students, staff, their families, and all people in our community including a commitment to research and consider board policy specific to Transgender and Gender Non-Conforming students, and to inspire equity, create alliances, celebrate diversity, and establish safe environments in our schools and communities throughout the county.

FISCAL IMPACT:

None

Pacific Grove Unified School District
Board of Education
Resolution Number 1107

*Recognizing June as Lesbian, Gay, Bisexual,
Transgender, and Queer (LGBTQ+) Pride Month*

WHEREAS, Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month is celebrated each year in the month of June to honor the 1969 Stonewall riots in Manhattan, considered by many as the tipping point for the Gay Liberation Movement in the United States; and

WHEREAS, the purpose of Pride Month is to recognize the influence LGBTQ+ people have had around the world and raise awareness of current issues facing the LGBTQ+ community; and

WHEREAS, following the Stonewall Riots in 1969, the first Pride Parade, also referred to as the “Gay Liberation March” occurred on June 28, 1970 and took place on the streets of New York City; and

WHEREAS, the FAIR Education Act, signed into law on July 14, 2011, went into effect on January 1, 2012, and requires the California history and social studies curriculum to include fair, accurate, inclusive, and respectful references to contributions by members of the LGBTQ+ community; and

WHEREAS, individuals who identify as LGBTQ+ face discrimination simply for being who they are, and in particular LGBTQ+ youth are at increased risk of suicide, homelessness, and becoming victims of bullying and violence; and

WHEREAS, Pacific Grove Unified School District promotes diversity as one of its basic tenets and fosters diversity of students, staff, and curriculum, and MPUSD policies ensure the protection of LGBTQ+ students and staff against harassment, physical violence, or the threat of such; and

WHEREAS, MPUSD recognizes that the most vulnerable members of the LGBTQ+ community are the youth in TK-12 schools and that they need to feel a sense of belonging at every school site; and

WHEREAS, June provides an opportunity for our schools to reflect on the struggles of the LGBTQ+ community in US history and celebrate the LGBTQ+ community; and

NOW, THEREFORE, BE IT RESOLVED, that the Pacific Grove Unified School District Governing Board of Education proclaims June 2022 as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month, encourages all district schools to observe this occasion with appropriate instructional activities, and ask schools to raise their Pride flag in June within MPUSD throughout the month of June to signify support for our Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 18th day of May, 2023 by the following vote:

AYES: NOES: ABSENT:

Carolyn Swanson, President

Jennifer McNary, Vice President

Elliott Hazen, Board Member

Laura Ottmar, Board Member

Brian Swanson, Board Member

Ralph Gomez Porras, Superintendent

- | | |
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| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Approval for the Tentative Agreement with the California School Employees Association (CSEA) for 2022-23

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and The California School Employees Association (CSEA) for 2022-23.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and the Classified School Employees Association and its Pacific Grove Chapter 229 (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2022-23 school year:

Article II, Wages

For the 2022-23 school year, the parties agree to a salary schedule increase of 5.0% effective July 1, 2022.

Article III, Health and Welfare Benefits

The parties agree to raise the district contribution towards health insurance by \$1,000.00 per year from \$7,425.36 to \$8,425.36 per year.

Article V, Leave Policies

See attached article for changes to Article V, Leave Policies

Article VI, Hours of Employment

See attached article for changes to Article VI, Hours of Employment

Article IX, Evaluations

See attached article for changes to Article IX, Evaluations

Article XI, Employee Layoffs

See attached article for changes to Article XI, Employee Layoffs

FISCAL IMPACT:**Article II, Wages**

	<u>Total Compensation of 5%</u>	<u>\$1,000/year Health & Welfare</u>	<u>Total Fund</u>
General Fund	\$373,720	\$56,660	\$430,380
Adult Ed Fund	\$46,433	\$18,831	\$65,264
Child Development Fund	\$11,095	\$7,161	\$18,256
Cafeteria Fund	\$15,277	\$4,638	\$19,915
Building Fund	\$238	\$0	\$238
Grand Total	\$446,763	\$87,290	\$534,053



www.pgusd.org

ACTION/DISCUSSION B

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
Josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, May 18, 2023, regarding

**PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND
PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
PACIFIC GROVE TEACHERS
ASSOCIATION (PGTA)**

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m in person at the District Office, 435 Hillcrest Avenue, Pacific Grove or virtually. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreements will be available for public viewing beginning May 15, 2023, through May 18, 2023. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: May 8, 2023

**Pacific Grove Unified School District and
the California School Employees Association and its Chapter 229**

TENTATIVE AGREEMENT

May 8, 2023

The Pacific Grove Unified School ("District") and the California School Employees Association and its Chapter 229 ("CSEA"), collectively referred to as "The Parties," hereby agree to the following terms to settle negotiations for Article II: Wages and Article III: Health and Welfare Benefits:

Article II: Wages

1. The 2021-2022 Classified Salary Schedule shall be increased by five percent (5%) for the 2022-2023 fiscal year, effective July 1, 2022.
2. Employees in active status on the date of CSEA ratification of this Agreement and bargaining unit members who retire during the 2022-2023 fiscal year shall be eligible for the retroactive increase.

Article III: Health and Welfare Benefits

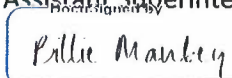
1. The Parties agree to increase the District's contribution towards health insurance by \$1000.00 per year from \$7,425.36 to \$8,425.36 per year. This increase shall be effective July 1, 2022.

Retroactive compensation for wages and health insurance benefits from July 1, 2022 shall be paid within 60 days of the signing of this Agreement. Compensation shall be inclusive of, but not limited to, all paid time, professional growth, and longevity.

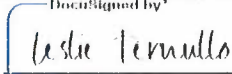
This Tentative Agreement shall be effective upon ratification by CSEA Pacific Grove Chapter 229 and adoption by the Pacific Grove Unified School District Board of Trustees.

For the District:


 Joshua Jorn,
 Assistant Superintendent, Business Services



 Billie Mankey, Director II, Human Resources

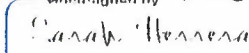
For CSEA Chapter 229


 Leslie Ternullo, President/Negotiations Team


 Greg Kelley, Vice President/Negotiations Team


 Jill Houston, Negotiations Team


 Nargess Akhavi, Negotiations Team


 Sarah Herrera, Labor Relations Representative

Date Signed: 5/8/2023

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| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |
-

SUBJECT: Approval of Tentative Agreement with Pacific Grove Teachers Association (PGTA) for Fiscal Year 2022-2023

DATE: May 18, 2023

PERSON RESPONSIBLE: Josh Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for fiscal year 2022-2023.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and PGTA.

The District and PGTA agree to resolve issues in negotiations for the 2022-23 school year on the following items:

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2022 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased effective July 1, 2022 by 5.0%. The retroactive pay shall be made within sixty (60) days of ratification of this Agreement by both Parties.

4. Article III – Benefits – regarding an increase in the benefits allowance as attached.
5. Article IX – Evaluation – regarding elimination of the mid-year progress summary for temporary and probationary certificated staff as attached.
6. Article IX – Evaluation – amending the extended evaluation period as attached.
7. Article II – Wages – adding over- and underpayment repayment language as attached.
8. Article XII – Class Size – amending current class size language, setting class maximums and a payment for certificated staff when classes exceed the maximum number of students as attached.
9. Article VI – Transfers/Assignments – establishes the pay for summer school as attached.
10. Article II – Wages – corrects inaccurate language on the psychologists’ salary schedule as attached.
11. Article VIII – Hours of Employment – adjusts teaching hours language to incorporate the new high school bell schedule, preparation time, and professional learning community meetings as attached.
12. X – Grievance Procedures – clarifies the process and forms used in grievance procedures and adds mediation language as attached.

FISCAL IMPACT:

Article II, Wages

	<u>Total Compensation of 5%</u>	<u>\$1,000/year Health & Welfare</u>	<u>Total Fund</u>
General Fund	\$936,376	\$102,000	\$1,038,376
Adult Ed Fund	\$26,368	\$2,000	\$28,368
Child Development Fund	\$3,229	\$1,000	\$4,229
Grand Total	\$965,973	\$105,000	\$1,070,973



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ACTION/DISCUSSION C

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
Josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

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**PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
AND
PUBLIC DISCLOSURE OF
COLLECTIVE BARGAINING AGREEMENTS FOR
PACIFIC GROVE TEACHERS
ASSOCIATION (PGTA)**

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m in person at the District Office, 435 Hillcrest Avenue, Pacific Grove or virtually. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreements will be available for public viewing beginning May 15, 2023, through May 18, 2023. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: May 8, 2023

TENTATIVE AGREEMENT
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
PACIFIC GROVE TEACHERS' ASSOCIATION

The Pacific Grove Unified School District (District) and the Pacific Grove Teachers' Association (PGTA) hereby resolve the following issues in negotiations for the 2022-2023, 2023-2024 school years on the following terms and conditions:

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2022 through June 30, 2024 with reopener on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased effective July 1, 2022 by 5.0%. The retroactive pay shall be made within sixty (60) days of ratification of this Agreement by both Parties.
4. Article III – Benefits – regarding an increase in the benefits allowance as attached.
5. Article IX – Evaluation – regarding elimination of the mid-year progress summary for temporary and probationary certificated staff as attached.
6. Article IX – Evaluation – amending the extended evaluation period as attached.
7. Article II – Wages – adding over- and underpayment repayment language as attached.
8. Article XII – Class Size – amending current class size language, setting class maximums and a payment for certificated staff when classes exceed the maximum number of students as attached.
9. Article VI – Transfers/Assignments – establishes the pay for summer school as attached.
10. Article II – Wages – corrects inaccurate language on the psychologists' salary schedule as attached.
11. Article VIII – Hours of Employment – adjusts teaching hours language to incorporate the new high school bell schedule, preparation time, and professional learning community meetings as attached.
12. X – Grievance Procedures – clarifies the process and forms used in grievance procedures and adds mediation language as attached.

Pacific Grove Unified School District Proposal to PGTA

May 3, 2023

SALARY AND HEALTH BENEFITS

The Pacific Grove Unified School District proposes for the 2022-23 school year a 5.5% total compensation package as follows:

1. Effective July 1, 2022, the 2021-22 Certificated salary schedule shall be increased by 5.0%.
2. Effective July 1, 2022, the following modifications shall be made to Article III Employee Benefits equaling a \$1,000 increase in benefits:

2. Beginning July 1, 2022, the District will provide a health benefit program for Full-Time bargaining unit members (.8 FTE shall be considered Full-Time for health benefits purposes only) who are enrolled in a MCSIG medical plan, which shall consist of a medical plan with optional dental and vision. The District's maximum contribution for health benefits for Part-Time bargaining unit members working fewer than eight-tenths (.8) of thirty seven and one-half (37.5) hours per week but four-tenths (.4) or more of a Full-Time equivalent shall be one half of the amounts below. The District's maximum contribution to MCSIG for health benefits for Full-Time employees shall not exceed the following monthly amounts on a 10-month basis:

Employee Only	\$690.00
Employee and Dependents	\$1,152.00

3. Complete Care Program. Bargaining unit members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed the following monthly amounts on a 10-month basis:

Employee Only	\$ 256.00
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

The District proposes to modify Article IX – Evaluation – by deleting paragraphs D.3.c.(12) on page 42 and J. 5. on page 45 of the collective bargaining agreement. **This eliminates the “Progress evaluation summary” commonly referred to as the “mid-year summary”** from the evaluation process.

Omit Original in Article IX language below:

P. 42 - D.3.c.(12)

A progress report and conference shall be completed for each temporary and probationary employee by December 15th (Exhibit 12h).

P.45 - J. 5

By December 15th – The evaluator shall complete a progress evaluation summary form and hold a conference with each temporary and probationary employee. The report is to be submitted to the personnel office.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

The District proposes to replace item K of Article IX – Evaluation – with the following provision:

K. Permanent Employees.

- a. Permanent certificated employees shall be evaluated at least every other year. However, the evaluator and the employee may mutually agree to an evaluation schedule of at least every five (5) years if all of the following criteria are met:
 - i. The employee has been employed by the District for at least ten (10) years.
 - ii. The employee has completed all requirements for the credential to perform the duties of the assigned position.
 - iii. The employee's previous evaluation rated the employee as meeting or exceeding standards.
 - iv. At any time, either the evaluator or the employee may withdraw consent in writing to the five-year evaluation schedule. In the event consent is withdrawn, the evaluation will occur during the following school year. If consent is withdrawn on or before November 1 of the current year, the evaluation will occur during that school year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

May 3, 2023

The District proposes to add to the end of Article II - Wages, A - Salary Schedule, the following:

14. Overpayment to a bargaining unit member: Any payroll error resulting in an overpayment to a bargaining unit member shall be repaid within a reasonable time frame developed through mutual agreement between the bargaining unit member and the District. When there is a payroll error which results in an overpayment to the bargaining unit member, they shall be allowed to repay through monthly payroll deductions, unless an agreement is reached to repay through alternative means. In no event shall a bargaining unit member's repayment plan reduce their net pay by more than twenty-five percent (25%) per pay period.

15. Underpayment to a bargaining unit member: In the event that a bargaining unit member is underpaid due to a payroll error, the District shall follow California Education Code Section 45048 sections.

16. Timeliness for repayment: In the event of overpayment or underpayment to a bargaining unit member, the statute of limitations of 3 years will apply.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

May 3, 2023

XII. CLASS SIZE

A. Elementary Class Size.

1. The District shall set a goal for the student-to-teacher ratio for elementary school to be the following at any site:

- Grade TK: As prescribed by the California Department of Education (ed code 48000 (g)(1))
- Grades K-2 (Primary Elementary): 25:1
- Grades 3-5 (Intermediate Elementary): 28:1

The maximum class size for an individual class will be the following:

- Grade TK: As prescribed by the California Department of Education (ed code 48000 (g)(1))
- Grades K-2: 27 student maximum
- Grades 3-5: 29 student maximum

Reasonable efforts shall be made to equalize ratios between elementary schools and between individual classes. When it appears necessary for a class to exceed the maximum, the principal shall call a meeting to be held as soon as possible with all teachers assigned at that grade level to discuss alternatives. If no agreement is reached, the provisions of Section C. 1 will be followed.

2. Elementary P.E. classes shall be staffed at a ratio of seventy-five (75) students per class if an aide is provided. When it appears necessary for a P.E. class to exceed seventy-five (75) students, the principal shall meet with all the elementary P.E. teachers to discuss alternatives. If no agreement on a satisfactory alternative is reached, the provisions of C.1 will be followed. If no aide is provided, the class size for PE classes will match the maximum set forth in paragraph 1 above.

3. Student-to-teacher ratio computation at the elementary school level shall include only general education classroom teachers.

4. Each year, before the close of the regular session, the principal shall meet and consult with the teaching staff concerning student grouping and class size. During the first week of school, a follow-up staff meeting will be held to review student grouping and class size for modifications, if necessary.

5. Combination classes – In recognition of the need for additional preparation and the need to divide teaching time between multiple grade levels, combination classes will have a maximum

size four less than the average size of the combined grade levels of the affected grades. No combination class will consist of a combination of primary and intermediate elementary students.

B. Secondary Class Size.

1. The Middle School shall have the number of teachers necessary to provide a school ratio of one (1) teacher per twenty-six (26) students. The High School shall have the number of teachers necessary to provide a school ratio of one (1) teacher per twenty-eight (28) students.

2. Each department shall have an average student-to-teacher ratio of not more than thirty (30) to one (1). When it appears necessary for an individual class to exceed thirty-two (32) students, the principal shall call a meeting with the department to examine why it is necessary to exceed thirty-two (32) students and will work with the department to meet particular needs. If no agreement is reached, the provisions of Section C. 1 will be followed.

3. Exceptions to this maximum are permitted in the following situations:

a. Secondary P.E. classes shall be staffed at a ratio of forty-five (45) students per teacher per period. If an individual class exceeds forty-five (45) students, an aide will be provided for that class. The maximum class size with an aide is sixty (60) students.

b. The principal and the department may exceed maximums as outlined in Section C.1.

c. Band, orchestra, chorus, and play production class sizes shall be arranged between the principal and the instructor.

4. In classes with workstations, the number of students shall not exceed the number of workstations in the classroom. Examples include but are not limited to science, culinary arts, art, photo, computer science, and engineering.

5. Before the close of each semester, the principal shall meet and consult with the members of each department concerning class size. During the first week of each semester, a follow-up department meeting will be held to review student grouping and class size for modifications, if necessary.

6. Student-to-teacher ratio computation at the secondary level shall include the following teachers:

a. Middle School - General Education teachers (including P.E.) and music teachers only.

b. High School - General Education teachers (including P.E.) and music teachers only.

C. General Provisions.

1. At any point in the school year, if a teacher's classroom maximum is exceeded or a department's maximum ratio is exceeded, a conference shall be held with the teachers involved,

an Association representative, the site principal, and the Superintendent or Assistant Superintendent to discuss alternative placement possibilities.

- a. If there is no valid alternative placement, the Superintendent may exceed a class size maximum.
- b. After the adjustment period of 10 days has passed (item 2 below), the District will pay \$250 per month when the class limit is exceeded by either one (1) or two (2) students. For three (3) or more students over the class limit, the payment will increase by \$125-per student per month. Payment will be made on a prorated basis any time the class size is exceeded for less than one full month, excluding the adjustment period.
- c. Once the payment period begins, compensation will be paid within sixty (60) days.
- d. If enrollment increases during one (1) semester at secondary schools or one (1) trimester at an elementary school, the District will consider employing an additional teacher. Reduction of the teacher's class size may be delayed until the following semester or trimester in order to avoid mid-semester disruption for students that would be removed from the affected class. If the class size exceeds the maximum provided herein, the District will pay the teacher in the same manner described in section b.

2. An adjustment period of ten (10) days will be provided to allow sufficient time for management to make enrollment changes when a class maximum is exceeded. Reasonable effort will be made to complete these changes within ten (10) school days at the beginning of the school year and five (5) days at the second semester. During this adjustment period, no action will be taken by the teachers or the Association on student-to-teacher ratios and maximum class sizes.

3. Reasonable efforts shall be made at all levels to assure equitable class sizes through scheduling. Newly enrolled students will be distributed as equitably as practical. By May, the Assistant Superintendent or their designee shall notify all TK-5 students assigned to a school not in their attendance area for the purpose of class balancing that they shall be returned to their neighborhood school.

4. A new student may be temporarily placed until permanent placement is made. Permanent placement shall be made within five (5) school days.

5. If enrollment increases during one (1) semester and reaches a point where a new teacher is required, a teacher will be employed. Employment may be delayed until the following semester in order to avoid mid-semester disruption.

6. Reasonable efforts shall be made at all levels to assure equal distribution of students with exceptional needs among the general education class periods at each building site.

D. Resource Special Education

1. Resource Caseload - After the first ten (10) school days of each school year, for each student on the regular caseload of an RSP Special Education teacher in excess of twenty-eight (28) for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment

shall be made no later than sixty (60) days after the month in which the caseload exceeded twenty-eight (28).

2. Resource Class Size - After the first ten (10) school days of each school year, for each resource student on the class roster of an RSP Special Education teacher in excess of twenty (20) students for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the class size exceeded twenty (20).

E. Special Day/Inclusion Special Education

1. Special Day/Inclusion Caseload - After the first ten (10) school days of each school year, for each student on the regular caseload of a Special Day/Inclusion Special Education Teacher teacher in excess of the Monterey County SELPA recommended class size/caseload maximums for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the caseload maximum was exceeded.

2. Special Day/Inclusion Class size - After the first ten (10) school days of each school year, for each student on the class roster of a Special Day Class/Inclusion Special Education teacher in excess of the Monterey County SELPA recommended class size/caseload maximums for ten (10) cumulative days, the District will pay the teacher \$25 per student, per day. Payment shall be made no later than sixty (60) days after the month in which the caseload maximum was exceeded.

SELPA recommended class size/caseload
Preschool (Mild/Mod/Severe) Maximum of 12
Primary SDC/Inclusion (Mod/Severe) Maximum of 8 Intermediate SDC/Inclusion (Mod/Severe) Maximum of 8
Primary SDC/Inclusion (Mild/Moderate) Maximum of 12 Intermediate SDC/Inclusion (Mild/Moderate) Maximum of 12
Secondary SDC/Inclusion (Mod/Severe) Maximum of 12
Adult Transition Program (Mild/Mod/Severe) Life Skills and Community Based Instruction Maximum of 12

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION

May 3, 2023

The district proposes to add the following summer school compensation language to article VI. Special Assignments/Transfer; I. Summer School:

1. Certificated staff members will receive their hourly pay based on their placement on the PGUSD salary schedule or the instructional hourly rate, whichever is higher. The hourly pay rate will be computed as follows: Annual salary divided by one hundred eight-five (185) = daily rate. Daily rate divided by seven (7) = hourly rate.
2. The length of a Summer School assignment will be twenty-one (21) days, including one (1) day of preparation. The length of each day will be four hours of instruction and thirty (30) minutes of preparation time.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

Proposed Psychologist Salary Schedule Cleanup

- 2021-2022 Psychologists Salary Schedule **Notes Section** states:

“The ratio provides for the responsibility assumed by the psychologist and an extended work year of 20 days beyond that expected of teachers. Ratio included in the salary calculations above.”
- The base salary extended work year of “20 days beyond that expected of teachers” is incorrect and should read “18 days beyond that expected of teachers” which coincides with the language at the top of the salary schedule.
- TA (May 24, 2021) #10 states 203 days worked, which is 18 days beyond that expected of teachers.

Proposed Psychologist Contract Language Cleanup

- Maintain Current Language
 - *Article VIII: Exceptions to 185 day work year as follows*
 - *Psychologists: An additional 18 days to be spent before or after the regular work year, depending upon the needs of the parents, students, and District as determined by the individual psychologist.*

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**PROPOSAL TO****PACIFIC GROVE TEACHERS ASSOCIATION****May 3, 2023**

Amend Article VIII HOURS OF EMPLOYMENT as follows:

C. Teaching Hours:

1. A full-time assignment at the secondary level (grades 6 - 12) shall consist of five (5) sections. A reasonable effort will be made to assign no more than three (3) course preparations to a teacher unless a teacher requests otherwise.
2. Full-Time teachers of TK through five (5) shall be assigned approximately the same number of student contact hours each day.
3. The classroom teaching hours may be reduced for minimum days and other programs as determined by the school calendar and school principal.
4. Every effort will be made to not assign a high school teacher four (4) classes in one block day. In the case a teacher is assigned four classes in one day, the department will be given an opportunity to adjust assignments to better balance the workload among department members.

D. Preparation Periods and Professional Learning Communities (PLC):

1. For full time teachers of grades 9 - 12:
 - a. Teachers shall be assigned one section each week (215 minutes) for preparation time, with one additional class period per week chosen by the department in accordance with item b, below.
 - b. PLC meetings within departments shall occur within the school day during a mutual section in which all department members will have no class offerings. The PLC meetings shall occur two times each week for the entire designated class period. The third meeting of this section will be designated an additional preparation period. PLC blocks will vary between departments.
2. Full-time teachers of grades 6 - 8 shall be assigned one teaching period each day for preparation time. PLC meetings will occur once per week when school has an early release for students.

3. Full-Time teachers of grades TK through five (5) shall have at least an average of 170 minutes of preparation time per week. The faculty and the principal at each elementary school site shall determine the manner in which the 170 minutes preparation time shall be distributed throughout the week. Reasonable effort will be made to distribute preparation time equally among teachers within a building site. PLC meetings will occur once per week when school has an early release for students.
4. The length of preparation periods and/or PLC time may be reduced for minimum days and other programs as determined by the school calendar and school principal.
5. In emergency situations, teachers may be called upon during their preparation period to assist or provide coverage until a substitute arrives. Events which have been previously scheduled such as State testing programs or District meetings do not constitute an emergency. Unit members will be compensated a minimum of one hour at the instructional rate for coverage of 10-60 minutes and then at the instructional rate for any subsequent required hours.
6. Principals may authorize a teacher to leave school during a preparation period when, in the principal's opinion, such leaving is for the benefit of the school's program or an emergency has arisen. If the principal is not available, the bargaining unit member shall leave a message with the office staff.
7. Each psychologist and speech therapist shall be allowed one-half (1/2) day per week for office time which is, in effect, their common preparation time.
8. Special Education teachers will have 240 minutes per week for caseload duties/collaboration.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
May 3, 2023

Article X. GRIEVANCE PROCEDURES is to be amended as follows:

A. Purpose.

1. The intent of this procedure is to promptly process and resolve grievances arising under this agreement at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as appropriate for the particular level of the procedure.

B. Definitions.

1. A grievance is a claim of a violation, misinterpretation, or misapplication of the express terms of this agreement, which adversely affects the grievant. Action to challenge or change the terms of this agreement shall not be considered a grievance.

2. A grievant is either:

a. An individual bargaining unit member; or

b. A group of bargaining unit members with the same grievance. The District will decide whether the grievance is satisfactorily similar to process a single grievance. No more than two (2) grievants and their conferees will be provided release time for processing a common grievance. The two (2) grievants will be selected by the Association. This procedure shall not supersede an individual grievant's right to process a grievance without Association intervention; or

c. The Association.

3. An immediate supervisor is the management member who assigns, reviews or directs the grievant's work.

4. A day is any work day for the grievant.

C. General Provision.

1. Time Limits.

a. Time limits specified at each level shall be considered maximums to ensure the prompt resolution of the grievance. With the written consent of each party, the time limitations for each step may be extended.

b. In the event that all the steps in the grievance procedure cannot be processed by the end of the grievant's work year, the time limits may be reduced by mutual consent so that the procedure may be completed by the end of the work year or as soon thereafter as practical.

c. Time limits provided for appeal at each step shall begin the day following receipt of a written decision by either party.

d. Response. If the District fails to respond within the timelines, the grievance shall be advanced to the next level.

2. Conference. Either party shall have the right to conference, upon request, at each level.

3. Representation. Each party may be represented by a conferee at any point in the grievance process.

4. Records. The District shall retain all records of the grievance proceedings in a separate grievance file, not with the bargaining unit member personnel file. Each year, in August, all records of grievance proceedings four (4) years old will be destroyed.

5. Reprisals. No reprisals shall be taken by or against any participants in a grievance procedure by reason of such participation.

6. Level 2 Grievance: Superintendent or Designee. If a grievance arises from action or inaction on the part of a member of the administration at a level at or above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at Level 2 (Exhibit 13e).

7. Scheduling Meetings. Whenever possible, meetings at the Informal Level, Level 1, and Level 2 shall occur before or after regular teaching hours.

8. Continuance of Service. The grievant shall continue to discharge their duties until the grievance is resolved.

9. Conditions for Adjustments. Nothing contained herein shall be construed as limiting the right of any bargaining unit member to have the grievance adjusted without intervention by the Association, as long as:

- a. The adjustment is reached prior to arbitration.
- b. The adjustment is consistent with the terms of the agreement.
- c. The Association received a copy of both the grievance and the proposed resolution and was given the opportunity to file a response.

10. Further Legal Action. No rights of the grievant to further legal action shall be abrogated.

11. Participation by a Representative. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, they will, upon request to the Superintendent/Designee by the President of the Association, be given reasonable release time without loss of pay in order to participate in any level of the grievance procedure. Any bargaining unit member who is requested to appear in meetings or hearings as a witness will be accorded the same right.

D. Grievance Procedure.

1. Informal Level:

- a. A bargaining unit member, group of members, or the Association will meet with the appropriate supervisor in an attempt to resolve a complaint informally prior to filing a grievance.
- b. The request for a meeting will occur within twenty-five (25) days after the grievant knew or should have known with the exercise of due diligence of the alleged violation causing the complaint. The meeting will occur within ten (10) days of the receipt of the request.
- c. Following the meeting, the supervisor will document the complaint and resolution, if any, in writing. A copy of the documentation shall be provided to the grievant, the Association and Superintendent/Designee (Exhibit 13).

2. Level 1: School Principal/Supervisor

- a. If the informal discussion does not resolve the grievance to the grievant's satisfaction, the grievant may file a Level 1 Grievance with their immediate supervisor (Exhibit 13a).
- b. A Level 1 Grievance must be initiated no later than fifteen (15) days after the Informal Meeting or an alleged violation of the agreement reached at the Informal Meeting.
- c. The Level 1 Grievance shall be made in writing on the Certificated Employee Grievance Form (Exhibit 13a) and shall be filed with the immediate supervisor, the Association, and the Superintendent on the same day.
- d. The Level 1 Grievance shall include a clear, concise statement of the grievance and the circumstances involved, the applicable section of the agreement, and the specific remedy sought.
- e. The immediate supervisor shall render a proposed resolution decision on the Certificated Employee Grievance Response Form (Exhibit 13b) within ten (10) days after the Level 1 Grievance has been filed. Copies of the form shall be provided, on the same day, to the grievant, the Association, and the Superintendent.

- f. The grievant shall have up to ten (10) days to either accept the proposed resolution or submit a Level 2 Grievance to appeal the Level 1 decision (Exhibit 13c).

3. Level 2: Superintendent or Designee

- a. The grievant may appeal the Level 1 decision to the Superintendent within ten (10) days of the decision using the Certificated Employee Grievance Appeal Form (Exhibit 13c). The appeal shall include a statement of the reason for the appeal and the specific remedy sought.
- b. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant may submit, in writing, the grievance at Level 2: Superintendent or Designee without filing a Level 1 Grievance. The formal grievance shall be in writing on the Certificated Employee District Level Grievance Form (Exhibit 13e) and shall be filed on the same day with the Association and the Superintendent.
- c. Within ten (10) days, the Superintendent shall investigate the grievance and render a proposed resolution. The resolution shall be submitted to the grievant and the Association in writing on the same day (Exhibit 13d).
- d. The decision at Level 2 shall be final unless appealed to Level 3: Mediation by the grievant within fifteen (15) days.

4. Level 3: Mediation

- . The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the grievance.
- a. The mediator shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance in a timely manner.
- b. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- c. In the event that the grievant, the Association, and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator within fifteen (15) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three: Mediation and the grievance may proceed to Level Four: Arbitration.

- d. Expenses. The fees and expenses of the mediator, if required, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.

5. Level 4: Arbitration

- e. Timeline. Within fifteen (15) days after the decision of the Superintendent/Designee or the end of Mediation, the grievant may request in writing that the Association submit their grievance to arbitration. Copies of the request for arbitration will be submitted to the Superintendent.
- f. Selection of the Arbitrator. Upon receipt of the written request from the Association, the Superintendent or their designee shall within five (5) days request the American Arbitration Association (AAA) to supply a panel of five (5) names.
- g. Response Timeline. The Superintendent and the Association shall, within ten (10) days, either mutually agree upon an arbitrator or notify the AAA to select an arbitrator in accordance with its rules.
- h. Expenses. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally. Any additional expenses shall be borne by the party incurring such expense.
- i. Limitations Upon The Arbitrator. The rules of the AAA shall govern the arbitration with the exception stated within this Agreement. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement but shall limit their decision to the application and interpretation of its provisions.
- j. Arbitration Finding. Within ten (10) days of selection, provided an arbitrator is available, the arbitrator shall conduct a hearing and submit their findings and award in writing to the Board of Education, the grievant, and the Association. The award of the arbitrator shall be binding on the grievant, the Association, and the District.
- k. Arbitration Review. The award of the arbitrator may, on petition of either the Board of Education or the grievant and the Association, be reviewed by a court of competent jurisdiction in the same manner as a decision made by a hearing officer under Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code. The court, on review, shall determine whether there was sufficient evidence to support the arbitrator's findings and award. The reviewing court may not exercise its independent judgment on the evidence.

GRIEVANCE PROCEDURE FORMS

Exhibit 13

Certificated Employee Grievance Form
Informal Meeting Summary

Date: _____

Grievant Name Title Site

Supervisor Name Title Site

Description of alleged grievance:

Resolution sought:

Meeting outcome:

Grievant Signature

Name of Conferee (if any)

Supervisor Signature

Exhibit 13a

Certificated Employee Grievance Form
Level 1

Date: _____

To:

Supervisor

Title

Site

From:

Grievant

Title

Site

Description of alleged grievance:

List the specific provisions of the collective bargaining agreement that apply to the alleged grievance:

Explanation of the adverse effect on the grievant:

Supervisor with whom the initial informal meeting was held and date:

Resolution sought:

Grievant Signature

Supervisor Signature indicating receipt

Date

Exhibit 13b

Certificated Employee Grievance Response Form
PGUSD Supervisor Response, Level 1

Date: _____

To:

Grievant Name Title Site

From:

PGUSD Supervisor Title Site

Date Exhibit Form 13a was received:

- A copy of PGUSD Certificated Employee Grievance Form Exhibit 13a is attached.

Response to the Level 1 Grievance:

Signature of Supervisor

Date

FOR PGTA USE ONLY

The supervisor's response (Exhibit 13b) to the grievance is:

	Satisfactory
	Unsatisfactory: Exhibit Form 13c is required for the next step in the Grievance Process.

Signature of PGTA Representative

Date

Exhibit 13c

Certificated Employee Grievance Appeal Form
Appeal to Level 2: Superintendent/Designee

Date: _____

To: PGUSD Superintendent

From:	Grievant Name(s)	Title	Site
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Date Submitted:

- Copies of all formal written documents required at previous level or levels are attached (Exhibits Form 13, 13a, 13b).

Indicated below the reasons you are not satisfied with the decision rendered in the previous level:

Include the specific resolution requested:

Signature of Grievant	Date
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Superintendent Signature indicating receipt	Date
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Exhibit 13e

Certificated Employee District Level Grievance Form

- Level 2: Superintendent/Designee
- Exhibit Forms 13a and Exhibit 13b do not apply as the grievance arises from alleged action or inaction on the part of a member of the administration at a level at or above the principal or immediate supervisor.

To: _____ Date: _____
 Superintendent Title Site

From: _____
 Grievant Title Site

Description of alleged grievance:

List the specific provisions of the collective bargaining agreement that apply to the alleged grievance:

Explanation of the adverse effect on the grievant:

Resolution sought:

Grievant Signature Date

Superintendent Signature indicating receipt Date

Dated: _____

District

PGTA

TENTATIVE AGREEMENT
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
PACIFIC GROVE TRACHERS' ASSOCIATION


DISTRICT


DocuSigned by:

5C3204111020
Joshua Jorn

DocuSigned by:

6E9417E3914E
Billie Mankey

DocuSigned by:

1E9A14A5BAE7417
Ralph Gomez-Porras

DocuSigned by:

0F099B04C05D492
Lou Lozano


DocuSigned by:

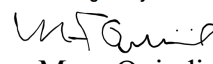
5DCCF80A255844E
Buck Roggeman


PACIFIC GROVE TEACHERS' ASSOCIATION

DocuSigned by:

92E4180B3
Margaret Rice

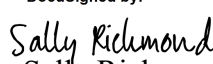
DocuSigned by:

02A50B761A
Susan Chavez

DocuSigned by:

04E8C065D740
Mary Quidimil

DocuSigned by:

618147221E
Christall Hall-Kelly

DocuSigned by:

E4A8F800D8
Lauren Davis

DocuSigned by:

5A11BF81E4
Sally Richmond

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |
-

SUBJECT: Approval of Pacific Grove Unified School District Confidential Employees Agreement

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Confidential Employees.

BACKGROUND:

All changes to agreements between the District and the Confidential Employees require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

The agreement with the Confidential Employees is as follows:

- Effective July 1, 2022, a salary increase of 5.5% to the Confidential salary schedule for the 2022-23 year

FISCAL IMPACT:

Total compensation cost for 5.5% in 2022-23 is estimated at **\$30,049**

2022-23 Confidential Employees Group Compensation Agreement

The Confidential Employees Group met on May 4, 2023 to discuss the following terms:

Effective retroactive to July 1, 2022:

1. A salary increase of 5.5% to the Confidential Salary Schedule for the 2022-2023 year, in line with the PGTA and CSEA increase.
2. Initiate the process in fiscal year 2023-24 to seek bids from alternative benefits providers for a lower cost to employees.

This agreement is made with the understanding that if through negotiations for the 2022-2023 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Confidential Employees group will be entitled to the same adjustment.

All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

By signing this Proposal, the Confidential Employees Group agrees to all the terms:


Mandi Ackerman

DocuSigned by:




Carly Adams

DocuSigned by:



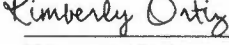
Angela Ackert

DocuSigned by:



Bree Muring

DocuSigned by:



Kimberly Ortiz

DocuSigned by:

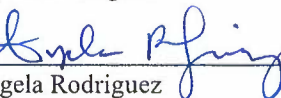


Kristen Quilty

DocuSigned by:



Alyssa Rodriguez

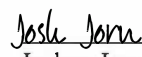

Angela Rodriguez

DocuSigned by:



Ralph Gomez, Superintendent

DocuSigned by:



Joshua Barr, Assistant Superintendent

DocuSigned by:



Billie Mankey, Director of Human Resources

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Approval of Pacific Grove Unified School District Classified and Certificated Management Agreement

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District Classified and Certificated Management Employees.

BACKGROUND:

All changes to agreements between the District and the Classified and Certificated Management Employees require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

The agreement with the Classified and Certificated Management Employees is as follows:

- Effective July 1, 2022, a salary increase of 5.0% to the salary schedule for the 2022-23 year
- Effective July 1, 2022, an increase of \$1,000 to District Health and Welfare contribution for the 2022-23 year

FISCAL IMPACT:

For FY 2022-23

Cost of a 5.0% increase to Salary is **\$149,777**

Cost of a \$1,000 increase to District Health and Welfare contribution is **\$17,000**

Total Cost of Agreement with Classified and Certificated Management \$166,777



PGUSD Management Employees
Compensation Agreement
2022-2023 School Year

May 01, 2023

Dear Ralph, Josh and Trustees,

The Pacific Grove Unified School District Management Team agree to the following:

Retroactive to July 1, 2022 the district shall provide a total compensation package which includes:

1. 5% increase to Salary
2. \$1,000.00 increase to healthcare

All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

Respectfully,

A handwritten signature in blue ink that reads "Barbara Martinez". The signature is written in a cursive style.

Barbara Martinez, PGUSD Management Team Representative

Student Learning and Achievement
 Health and Safety of Students and Schools
 Credibility and Communication
 Fiscal Solvency, Accountability and Integrity

Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of the Assistant Superintendent's 2023 Contract

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

SUBJECT: Approval of the Assistant Superintendent's 2023 Contract

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's contract for the 2023-2024 school years as proposed.

BACKGROUND:

The District Assistant Superintendent works as a contracted employee to the Governing Board. This contract governs her term of employment and compensation.

INFORMATION:

The Board, on an annual basis, reviews the Assistant Superintendent's contract and compensation.

Revisions include:

- The Board agree to pay Assistant Superintendent the annual compensation of \$218,400 payable in twelve (12) equal installments July 1, 2019 through June 30, 2021.

This revision includes an extension of the term of employment to four years.

The contract agreement reads: “Board agrees to pay Assistant Superintendent an annual compensation of \$218,400 payable in twelve (12) equal monthly installments retroactive to July 1, 2022 through June 30, 2023. Beginning July 1, 2023, the Board agrees to pay the Assistant Superintendent an annual compensation of \$218,400. The July 1, 2023 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board”

- **Additional Stipend** — The Assistant Superintendent shall also serve as the District's Safety Director at an annual stipend of Ten Thousand (\$10,000). The period of service in this position shall be at the sole discretion of the Board and may be terminated at any time by either party with written notice to the other.

FISCAL IMPACT:

- Assistant Superintendent compensation changes from \$208,000 to \$218,400, an increase of \$10,400, payable in twelve (12) equal installments through June 30, 2021. This increase is commensurate with the CSEA bargaining unit compensation increase of 5%.
- The additional salary stipend is \$10,000

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT ASSISTANT
SUPERINTENDENT CONTRACT**

This Employment Agreement ("Agreement") is made on this 18th day of May 2023, by and between the Governing Board of Pacific Grove Unified School District ("District") and Joshua R. Jorn ("Assistant Superintendent").

1. **Term** — The District hereby employs Joshua R. Jorn as Assistant Superintendent for Business Services at the Pacific Grove Unified School District, commencing July 1, 2023 through June 30, 2027 for a contract period of 4 years. The annual work calendar is 225 work days, July 1st through June 30 each year.
2. **Salary** — Board agrees to pay Assistant Superintendent an annual compensation of \$218,400 payable in twelve (12) equal monthly installments retroactive to July 1, 2022 through June 30, 2023. Beginning July 1, 2023, the Board agrees to pay the Assistant Superintendent an annual compensation of \$218,400. This salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

The Superintendent, after determining satisfactory evaluation of the Assistant Superintendent, may recommend to the Board of Education that the Assistant Superintendent receive an increase in compensation which may serve in lieu of the generally applied increase listed in the following paragraph. This determination can be made at any time at the direction of the Superintendent. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this agreement.

Unless the Board and Assistant Superintendent mutually agree to a different amount for an annual increase to the Assistant Superintendent's compensation, the Assistant Superintendent's compensation may be increased each year by the same percentage increase and/or one-time payment, if any, received by the District's classified employee bargaining unit.

The Assistant Superintendent shall receive longevity increments in base salary after completion of ten (10), twelve (12), fifteen (15), and twenty (20) contractual work years served in the capacity of the PGUSD Assistant Superintendent for Business Services position. The increments shall be 2.5% of base salary, as is available to all management personnel.

3. **Additional Stipend** — The Assistant Superintendent shall also serve as the District's Safety Director for an annual stipend of Ten Thousand (\$10,000). The period of service in this position shall be at the sole discretion of the Board and may be terminated at any time by either party with written notice to the other.
4. **Fringe Benefits** — The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of \$4,200 per year directed toward health coverage under the District's MCSIG or other provider's medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.
5. **Work Days** — The Assistant Superintendent shall work 225 days of service for the period from July 1, 2023 through June 30, 2027.
6. **Sick Leave** — The Assistant Superintendent is entitled to one sick day per month of employment by the District. Sick leave may be accrued and applied to PERS Retirement.
7. **Cell Phone and Vehicle Expense** — The Assistant Superintendent is required to have a cell phone and to have a vehicle. The Assistant Superintendent shall receive \$65 per month for the use of this cell phone. The

Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis within the Pacific Grove boundaries. The Assistant Superintendent shall receive actual mileage reimbursement for work outside of the Pacific Grove boundaries. Travel to and from work does not qualify for reimbursement.

8. **Expenses** — The Assistant Superintendent shall be reimbursed for all documented actual necessary job-related expenses, which have been authorized by Board policy and have received prior approval from the Superintendent. Included in this shall be the cost of membership in professional organizations for school business officials, including ACSA, CASH and CASBO.

9. **Assistant Superintendent General Duties** — The Assistant Superintendent is directly responsible to the Superintendent as a technical expert whose primary duty is the financial operation of the District, and the development and implementation of the annual budget. The Assistant Superintendent shall be responsible for all duties detailed in the Board approved job description. In addition, the Assistant Superintendent:
 - Oversees the accounting, payroll, budgeting, purchasing, attendance, internal control, maintenance, buildings, grounds and food services, transportation, disaster preparedness, facility usage, insurance programs and loss control.
 - Evaluates employees under her jurisdiction using timelines and procedures noted in collective bargaining contracts.
 - Advises the Superintendent in a timely manner about financial and budgetary issues and threats to the financial well-being of the District, including sources of funds that might be available to implement present and contemplated District programs.
 - Presentations of required reports to the Superintendent prior to public release. Examples:
 - First and second interim reports
 - Draft budget for new year
 - February - School Expenditure Summary
 - August - Property Tax Report
 - November/March - District budget review
 - Negotiation proposals
 - Others upon request
 - Presents options and solutions that will enact the goals of the District and directions of the Superintendent.
 - Maintains and improves professional competence by attending professional development meetings and conferences.
 - Establishes and maintains positive staff relationships and actively seeks solutions that will enable schools to offer a successful educational program.
 - Keeps the Superintendent informed in a timely manner of all administrative and related issues associated with the operation of the school District, and discusses these issues with the Superintendent prior to public or staff review.
 - Serves on all committees and completes all assigned duties as directed by the Superintendent.
 - Serves as District Safety Director as noted in Section 3
 - Supervises and coordinates District general construction efforts.
 - Changes in the duties may occur at the direction of the Superintendent.

10. **Evaluation** — The Assistant Superintendent's evaluation will include both performance of duties and professional growth, and shall review the following areas:
 - Administrative skills, business services, communication and interpersonal skills.
 - Supervision of all departments assigned (i.e. business, custodians, grounds, maintenance, transportation and food services).

- Positive, affirmative support for the attainment of District's yearly educational goals.
- Completion of goals assigned by the Superintendent.
- All duties noted in the Assistant Superintendent for Business Services job description.
- The Assistant Superintendent, in cooperation with the Superintendent, may choose to develop an evaluation document.

In addition, any contract extension or salary increase shall be approved by the Board in open session at a regular meeting of the Board and reflected in the minutes of such meeting.

11. **Termination of Contract— Mutual Consent:** Upon the recommendation of the Superintendent, this Agreement may be terminated at any time by mutual consent of the Board of Education and the Assistant Superintendent. Any party seeking to terminate the agreement shall give 60-day written notice to the other party.
12. **Termination Without Cause** — If the District chooses to terminate this Agreement prior to its expiration, due to reasons other than job abandonment or conviction of criminal activities, then, in accordance with Government Code 53260, the District shall pay to the Assistant Superintendent an amount equal to the current monthly salary of the Assistant Superintendent at the time of termination multiplied by the number of months remaining on the unexpired contract up to a maximum of 12 months. In addition, the District shall continue to contribute to the employee's medical insurance, at the same level as prior to termination, for the remaining time of the unexpired contract term up to nine months or until the employee finds other employment, whichever occurs first.
13. **Non-Renewal of Agreement** — The Board of Education, at the recommendation of the Superintendent, may elect not to renew this agreement at the end of its term, for any reason, by providing a 45-day written notice to the Assistant Superintendent, in accordance to the Education Code Section 3503 1.
14. **Termination for Cause** — The Assistant Superintendent's status and all rights under this agreement may be terminated by the Board of Education at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Assistant Superintendent's failure to perform responsibilities as set forth in this Agreement, or as defined by law. Within 30 days of receipt of a written statement identifying the grounds for termination, the Assistant Superintendent shall be entitled to a conference with the Superintendent and Board of Education. This conference will be the Assistant Superintendent's exclusive right to any hearing.
15. **Abuse of Office Provisions** - In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

15. General Provisions

- a. Governing Law and Venue — This agreement and the rights, obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. Entire Agreement — This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation expressed or implied not contained in this agreement, including Board policies that may be deemed to infer an employment benefit.
- c. No Assignment — The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.
- d. Modification — This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. Any party requesting a modification shall give 30 days written notice to the other party.
- e. Severability — If any provision of this agreement is ruled to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall continue in full force and effect.
- f. Professional Liability — The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in his official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting in the scope of his employment and excluding criminal litigation. The District shall provide public liability insurance for the Assistant Superintendent to cover legal expenses in the defense of claims and related judgments resulting from her functions as Assistant Superintendent. Coverage shall not apply for any loss, claim or suit arising out of the intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assistant Superintendent. The District shall provide Legal Expenses for any action brought against the Assistant Superintendent seeking resulting damages from his functions as Assistant Superintendent and will reimburse him for any portion of such expense and judgment not covered by insurance. However, in no event will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such legal proceedings.

President, Board of Trustees

Date

Superintendent

Date

Assistant Superintendent

Date

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| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Summer School Principal, Stipend Salary Schedule Revision

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the Management Salary Schedule Stipend revision for Summer School Principal as presented. The annual stipend is recommended to increase from \$6,000 to \$10,300.

BACKGROUND:

Prior to FY 2019-20, the Summer School Principal was paid on the Management Salary Schedule.

Beginning in FY 2019-20 the Summer School Principal compensation was moved from the Management Salary Schedule to a stipend.

In 2021-22 the stipend was amended to be in the amount of \$6,000. Since the stipend was lowered, the District has had trouble recruiting teachers with Administrative Credentials to accept the position due to their daily rate being higher than the stipend amount. The District recommends increasing the stipend amount in FY 2022-23 to \$10,300 so as to help with recruitment and meet or exceed the daily rate of staff with Administrative Credentials..

INFORMATION:

Summer School is offered in the month of June. It is appropriate for this work to be categorized as a stipend rather than salary as it is work that is above and beyond the daily work of a district administrator.

FISCAL IMPACT:

\$4,300to General Fund

- | | |
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| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Resolution 1108 Indoor Air Quality Community Education Award Grant

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve Resolution 1108 acknowledging receipt of the Indoor Air Quality (IAQ) Community Education Award Grant

BACKGROUND:

The importance of indoor air quality in classrooms cannot be overstated, as it plays a crucial role in ensuring the safety, well-being, and cognitive performance of both teachers and students. Maintaining optimal air quality mitigates the risk of airborne illnesses, allergies, and asthma triggers, fostering a healthier learning environment for all.

INFORMATION:

The District applied for and received as noted an exemplar grant application for the Indoor Air Quality (IAQ) Community Education Award Grant. This grant will supplement the work related to installation of IAQ monitors in all PGUSD classrooms within the District.

FISCAL IMPACT:

\$10,000 deposited into Fund 21, Measure D

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

RESOLUTION NO. 1108

IN THE MATTER OF ACCEPTING IAQ COMMUNITY EDUCATION AWARD GRANT FROM CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH)

WHEREAS, On January 17th, 2023 California Department of Public Health (CDPH) initiated the process of issuing Indoor Air Quality (IAQ) Innovation Award grants as directed by Governor Newsom’s SMARTER Plan.

WHEREAS, CDPH will allocate funds to California Agencies including Local Educational Agencies as part of their strategies to enhance public education about IAQ and promote low-cost methods for improving IAQ.

WHEREAS, Pacific Grove Unified School District (PGUSD) applied for the CDPH IAQ Community Education Grant on February 17th, 2023

WHEREAS, the expected grant award start date will be Jul1, 2023 through December 23, 2023.

WHEREAS, PGUSD received a Notice of Intent to Award from CDPH (in the amount of \$10,000) on April 28, 2023, after providing written acknowledgement of receiving CDPH’s feedback for the submitted proposal and willingness to make a good faith effort to implement suggested feedback during the project. A resolution indicating PGUSD’s intent to accept the funds is required to be submitted to CDPH by May 22, 2023.

WHEREAS, as a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated to advancing health equity and/or eliminating health disparities.

NOW THEREFORE BE IT RESOLVED, the Pacific Grove Unified School District (PGUSD) hereby approves and accepts the Indoor Air Quality (IAQ) Community Education Award Grant from CDPH allocation in the amount of \$10,000, and authorizes Joshua Jorn, Assistant Superintendent Business Services, to sign all documents and invoices to secure funds.

ADOPTED by the Pacific Grove Unified School District Board of Trustees, State of California on the 18th day of May, 2023, by the following vote:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Ralph Porras, Superintendent

Date

ATTEST:

APPROVED AS TO FORM:

Jennifer McNary
Clerk of the Board

Carolyn Swanson
Board President

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: District Wide comprehensive Site Safety and Security Threat Vulnerability Risk Assessment

DATE: May 18, 2023

PERSON RESPONSIBLE: Joshua Jorn Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board approve the attached contract for a comprehensive district wide Site Safety and Security Threat Vulnerability Risk Assessment

BACKGROUND:

As part of the District long term plan to develop safer and healthier school environments, the recommendation was for PGUSD to have a district wide Site Safety and Security Threat Vulnerability Risk Assessment completed in 2023.

The assessment proceeds will consist of the following Phases:

Phase 1

- Top 10 Staff Concerns
- S.W.O.T. Analysis
- Active Shooter Readiness and Response Assessment

Phase 2:

- Perimeter Analysis and Assessment
- Drone Assessment
- Custodial Staff Interview
- Day and Night Assessment
- Crime Prevention Through Environmental Design (CPTED) Analysis
- Natural Hazard Disclosure and Analysis

Phase 3:

- Interior Facilities Assessment
- Interior School Grounds Assessment

NOTE: All three phases will include an executive summary and recommended action plans for each school site

At the completion of all District site assessments, the subject matter experts from MC Kimball and Associates will assist staff in developing and/or updating our District security master plan/California School Safety Plan (CSSP) and developing and/or updating your Emergency Operations Plans (E.O.P's).

Project Deliverables shall include:

- a risk assessment of all sites, interviews of staff, a comprehensive threat vulnerability assessment, and a final report including recommendations for change or improvement.

FISCAL IMPACT:

FY 2023-24 Fund 40 \$154,550

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT M.C. Kimball and Associates, INC

SITE/DEPARTMENT Owner

SUBMITTED BY Joshua Jorn

FUNDING SOURCE Fund 40, Capital Reserve

AGREEMENT TOTAL AMOUNT Not to Exceed \$154,550.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and M.C. Kimball and Associates, INC ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Threat Vulnerability Assessment provider**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **School Safety Assessments, Audits of School Perimeter and Structure**.
2. **Term.** Consultant shall commence providing services under this Agreement on **6/1/2023**, and will diligently perform as required and complete performance by **10/31/2023**.
3. **Compensation.** District agrees to pay **Not to Exceed \$154,550.00** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Not to Exceed \$154,550.00** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 7.3.1. Material violation of this Agreement by the Consultant; or
- 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
- Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Consultant

Name: M.C. Kimball and Associates, INC
 Address: 1130 Fremont Blvd. #277
 City/State/Zip: Seaside, Ca. 93955
 Business Phone: 831-224-3838
 Email (Optional): michael@mckimball.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Joshua Jorn

Name: _____

Title: Assistant Superintendent Business Services

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.

Signature _____ Date _____
Director of Human Resources



M.C. Kimball and Associates, INC
“Excellence without Ego”

“Excellence is the result of caring more than others think is wise, risking more than others think is safe, dreaming more than others think is practical, and expecting more than others think is possible.”

May 2, 2023

To: Barbara Martinez
Principal
PGUSD Director of School Safety
435 Hillcrest Ave
Pacific Grove, CA 93950
(831) 646-6553 x 8426
bmartinez@pgusd.org

RE: 1) Forest Grove Elementary School, 2) Robert Down Elementary School, 3) Pacific Grove Middle School, 4) Pacific Grove Community High, 5) Pacific Grove High School.

SITE RISK ASSESSMENTS

There are many people who provide site risk assessments. What makes our program unique is the blended processes we use which include Strengths, Weaknesses, Observations, and Threats (S.W.O.T.) Analysis, School Top 10 Safety Concerns, and Active Shooter Response readiness analysis.

Our security risk assessment is designed to assist you with crime prevention through environmental design assessments, vulnerability threat assessments, and Active Shooter Response readiness assessments.

Following the assessments, our subject matter experts are available to assist you in developing and/or updating your security master plan/California School Safety Plan (CSSP) and developing and/or updating your Emergency Operations Plans (E.O.P's).

Our proposal is cafeteria-style for your convenience so that you may choose the appropriate services for your site and budget.

DEFINITIONS

Active Shooter Site Safety and Security Threat Vulnerability Risk Assessment

A security threat assessment is one that will:

1. Identify security-related threats from internal and external sources during and after M.C. Kimball and Associates, INC



- operating hours
- 2. Provide a crime analysis
- 3. Identification of critical assets and compare most likely threats to identify potential security scenarios on which to base the security program.
- 4. Analyze vulnerabilities, assess impacts of threat scenarios, identify actions that mitigate risk, and provide an analysis of mitigation actions.

Our in-depth comprehensive Site Safety and Security Threat Vulnerability Risk Assessment is conducted by our team of subject matter experts who have been certified through the U.S. Department of Education REMS.

As a part of our process, we will provide you with an in-depth analysis and report to develop your security master plan, including implementation and potential security upgrade recommendations for improvements resulting from our study and analysis.

PROPOSAL TARGET – THREAT VULNERABILITY ASSESSMENTS FOR:

1. **FOREST GROVE ELEMENTARY 1065 Congress Avenue, Pacific Grove, CA 93950**
 2. **ROBERT DOWN ELEMENTARY 485 Pine Avenue, Pacific Grove, CA 93950**
 3. **PACIFIC GROVE MIDDLE SCHOOL 835 Forest Avenue, Pacific Grove, CA 93950**
 4. **PACIFIC GROVE COMMUNITY HIGH 1004 David Ave Bldg. A, Pacific Grove, CA 93950**
 5. **PACIFIC GROVE HIGH SCHOOL 615 Sunset Drive, Pacific Grove, CA 93950**
- Estimate time for on/off-site for a total of **20- 25 days** for this project based on the size, scope, and geography of locations.
 - Final report within 10-14 business days after the project completion. A virtual or in-person meeting will be arranged between the PROVIDER and CLIENT to discuss the findings and overview of the report. M. C. Kimball and Associates, INC will provide a hard copy of the final assessment report to the CLIENT for their reference and records before the meeting.

ASSESSMENT PROCESS

Phase 1:

- Top 10 Staff Concerns
- S.W.O.T. Analysis
- Active Shooter Readiness and Response Assessment

M.C. Kimball and Associates, INC



Phase 2:

- Perimeter Analysis and Assessment
- Drone Assessment
- Custodial Staff Interview
- Day and Night Assessment
- Crime Prevention Through Environmental Design (CPTED) Analysis
- Natural Hazard Disclosure and Analysis

Phase 3:

- Interior Facilities Assessment
- Interior School Grounds Assessment

** All 3 phases are followed up by an Executive Summary of each school site.

TOTAL COST FOR DISTRICT (Threat Assessment 4-Phases) – 20-25 Days On-Site Assessment

District Threat Vulnerability Assessment			
DELIVERABLES	COST	DISCOUNT	PROJECT TOTAL NOT TO EXCEED
Total	\$203,550.00	\$49,000.00	\$154,550.00

PROJECT DELIVERABLES

- Deliverables shall include a risk assessment, interviews of staff, a comprehensive threat vulnerability assessment, and a final report including recommendations for change or improvement.
- Our RFP typically will not include the electronic infrastructure, e.g., computer and communication systems, other than checking on personal information security.
- Time to commence project pending collaborative agreement between the provider and the host.
- Upon completion of site assessments, project deliverables are to be delivered to the Client no later than 30 days.
- Should photocopies of materials be necessary, and if you are able to provide the photocopies, there will be no charge for the handouts. Should you not be able to produce the handouts, there will be an additional charge of 0.80 cents per page in addition to our itemized quote for services.

PROJECT REQUIREMENTS / LOGISTICS

1. For Site Assessments, we will need access to your campus and a walkthrough of M.C. Kimball and Associates, INC



your campus. We will also need to schedule a time to interview several staff members as a part of the process.

2. School District will provide the assessor with reasonable access to key management personnel, documentation, and facility information as appropriate, within the timeframes outlined and agreed upon.
 - Upon agreement of terms, M.C. Kimball and Associates, INC will provide the Independent Contractor Agreement outlining the scope of work and the compensation agreed upon.
 - No additional charges will be made without prior authorization.
 - This project will require a deposit of \$30,000.00 to begin the process

This proposal is valid from May 2, 2023, through July 30, 2023.

Michael C. Kimball
Director of Training and Consulting
M.C. Kimball and Associates, INC
1130 Fremont Blvd. #277
Seaside, Ca. 93955
831-224-3838
Email: michael@mckimball.com
Web: WWW.MCKIMBALL.com

“Together Making a Difference!”

M.C. Kimball and Associates, INC

- | | |
|--|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Adoption of the *Desmos Mathematics Program* for Pacific Grove Middle School Math Grades 6, 7, and 8

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the Pacific Grove Middle School mathematics program *Desmos Mathematics* to be used in grades 6, 7, and 8.

BACKGROUND:

The current math program *Big Ideas CA CC* was adopted in 2015 when the California Content Standards and the Smarter Balanced Assessment Consortium state testing program were new. While following the California Content Standards, the materials did not fully align in terms of prioritizing and focusing on the most important standards. Consequently, the support for some topics was insufficient and required significant modifications and supplements. Students also lost interest in these materials. Therefore, the PGMS math department sought out materials that maintain the depth of concepts required by the California Content Standards but have accessible entry points for all students.

INFORMATION:

The PGMS math department reviewed eight programs – Amplify, Desmos, Fishtank Plus, iReady, Core Curriculum by MidSchoolMath, envision Mathematics Common Core, HMH Into Math, and Reveal Math (McGraw Hill). After the PGMS team conducted thorough research, the team made the decision to pilot Desmos Math during Fall of 2022.

Both Desmos and Amplify received high praise within the math department for their design principles and interactive components which effectively utilize technology to aid understanding. Desmos was ultimately chosen over Amplify because the two organizations have merged, and their programs will soon be combined.

Unlike other programs, which typically follow a traditional approach with clearly defined sections for conceptual understanding and procedural fluency practice, Desmos stands out because of its real-world application problems. It offers a cohesive connection between conceptual and procedural instructions, providing a more comprehensive learning experience.

Furthermore, Desmos offers flexibility with each lesson, allowing teachers to have students interact either digitally or directly with one another without using Chromebooks. All assignments and assessments are available in both online and paper versions. Additionally, student notes come in PDF and DOC formats, providing teachers with the option to edit them to suit the needs of their students.

- | | |
|--|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract for Services with Scudder Roofing at Robert Down Elementary School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Scudder Roofing at Robert Down Elementary School for the shingle roof replacement project.

BACKGROUND:

The Robert H. Down Elementary shingle roof on the main building is beyond its reasonable life expectancy. This year's storm season has exacerbated the issue and the roof now has numerous leaks and missing sections of shingles. Included in this work will be the cleaning and seam sealing of the existing copper gutters.

INFORMATION:

A public bidding was held for this project and has resulted in a successful bid of \$257,140.00.

FISCAL IMPACT:

This project is part of the Measure Reprioritization previously approved by the Board.

Desmos lessons are adequately paced and closely aligned with California Content Standards in math, ensuring that students receive a comprehensive and standardized education. Next, the program requires less prep time as teachers can easily customize each lesson to suit the needs of their students. Additionally, the interactive simulations and activities provided by Desmos facilitate the introduction of abstract concepts to students in an effective way.

Furthermore, the program includes a teacher presentation component that eliminates the need for teachers to convert printed materials onto Google Slides, saving valuable time. The Desmos curriculum also fits the teaching style of the teachers in our math department, providing a fun and engaging learning environment for students.

While Desmos may not offer as much emphasis on procedural fluency practice, teachers can supplement these areas as needed to ensure that students are able to connect concepts to procedures. In contrast, Big Ideas Math falls short in conceptual understanding, which can be a more challenging area for teachers to supplement. Desmos offers a more engaging learning experience with interactive lessons and simulations that connect abstract mathematical concepts and algorithms. As a result, students find it easier to understand complex concepts. Additionally, the platform provides a fun learning environment that allows for a lower access point to advanced mathematical concepts.

FISCAL IMPACT:

The cost of adopting these instructional materials is \$28,000 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover two years of implementation.

LUMP SUM CONTRACT

LUMP SUM – FIXED PRICE

THIS CONSTRUCTION CONTRACT (this "Agreement") is entered into on this (Date):
May 18, 2023

Between the Owner: **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**
435 Hillcrest Ave
Pacific Grove CA 93950

And the Contractor: **Scudder Roofing**
3342 Paul Davis Drive
Marina, CA 93933

RECITALS

A. Owner desires to contract with Contractor for the PGUSD Robert H. Down Shingle Roof Replacement, Project No. MD-004 (the "Project"), Located:

Pacific Grove Unified School District
Robert H. Down Elementary School
485 Pine Ave
Pacific Grove, CA 93950

B. Contractor desires to construct the Project on the terms and conditions contained herein. NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as following.

Section 1. Definitions.

Work. As used herein the "Work" shall mean all labor and materials, or both, necessary to perform the Project, to full completion, and shall consist of the components described in the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents*. The Work shall be done and the materials furnished in accordance with the information provided in the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* and as discussed in all correspondence prior to bid time and at the job walk.

Section 2. Obligations of Contractor.

Contractor agrees to furnish and transport all necessary labor, permits, materials, tools, implements, supplies, building materials and component parts, and appliances required to perform and finish the Work to industry standards and all applicable codes, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, free from any and all defects or deficiencies. Contractor shall further endeavor to use its best faith efforts to complete the Project timely, and continually keep Owner apprised of the status of the Project.

Section 3. The Work.

(a) Contractor has reviewed the Scope of Work (*Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents.*), and represents that: (i) if the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including, but not limited to, all applicable building codes; and (ii) the Plans and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Notice to Bidders and Jobsite Walk for the Fixed Price Cost. No changes in the scope of work or Fixed Price shall be made unless in a change order signed by both parties. (iii) contractor will be responsible for locating all utilities (above and below ground) with a licensed locating service prior to commencing work on the site. The contractor will be provided with information from the owner locating said utilities to the best of the owner's knowledge.

(b) If at any time or times during the process of the Work, Owner desires to add to, alter, deviate from, or make omissions from the Work to be performed under the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents.* Owner shall be at liberty to do so and the same shall in no way affect or make void this Agreement. Any such alterations to the scope of work, or deviations from *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents,* shall be made only in a writing signed by both parties. Any verbal changes in the scope of Work defined within the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* shall be of no force nor effect. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* as amended by any written change order

(ii) the Owner approves of the Work;

(iii) a notice of completion has been recorded; and (iv) the Contractor has received final payment.

Section 4. Contract Time.

Contractor agrees to commence the Work or as mutually agreed after receiving written notification to proceed from Owner, and shall complete the Work in no event later than

Monday, July 31st, 2023. Sixty-one days from the Notice to Proceed (the "Completion Date"). Contractor shall carry out the Work at all times with the greatest possible dispatch and diligence. If Contractor has not completed the Work by the Completion Date, then Owner may terminate this Agreement, Contractor shall immediately terminate its Work, Owner may withhold payment to the Contractor to complete the Work and the Project with another contractor, and in the event withholding such funds is insufficient to complete the Work and the Project, the Contractor will refund to the Owner such funds necessary to complete the Work and the Project within **Sixty-one (61) days** of receipt of written demand.

Section 5. Fixed Price.

1. Owner agrees, in consideration of Contractor's performance of this Agreement, to pay Contractor the **Fixed Price of Two Hundred Fifty-Seven Thousand One Hundred Forty Dollars and no cents (\$257,140.00)**. (This sum shall constitute payment in full for all costs incurred by Contractor under this Agreement in performing and completing the Work, including, but not limited to, the costs incurred for insurance, overhead, subcontractor's materials, supplies, bonds (if any are required by Owner), permits and compliance with all building codes and laws, and Social Security, unemployment, sales, use, and all other taxes and costs.

A contingency / tracking log to be maintained during the project.

2. Progress payments on account of the Fixed Price cost shall be made as follows. Please note that Contractor must submit an invoice to the PGUSD for all progress payments as listed below:

(a) Applications for payment as set forth according to the schedule below:

1. **\$1,000.00 - Upon Execution of Contract.**
(\$1,000 or 10% of the contract, whichever is less)
 2. **35% (+/-) - Material Acquisition and Mobilization.**
 3. **45% - Progress Payments**
 4. **10% - Upon Final Inspection and Sign Off of Punch List.**

(b) The balance of ten percent (10%) of the contract price shall not become due until completion and final acceptance of the Work. As a condition precedent to Owner's obligation to make any progress payment, Contractor shall provide Owner with the following documents upon Owner's written request: (i) a conditional mechanics' lien release from each laborer, material supplier, and other subcontractor who provided labor, materials, or supplies for the component(s) of the Work covered by such progress payment. (c) As an additional condition precedent to Contractor's right to receive final payment, Contractor shall discharge and release the Work from any and all

claims or liens that may have accrued from the performance of this Agreement and the final building inspection by Owner and the applicable governmental agency shall have been completed and accepted, and shall provide Owner with the following documents upon Owner's written request: (i) an unconditional mechanics' lien release from each such claimant who provided a conditional mechanics' lien release for the payment due (if any) to such claimant from the immediately preceding progress payment once the funds clear the contractors account. (ii) a recorded notice of completion; and (iii) "as built" drawings.

3. If at any time during the progress of the Work or before the final payment is made, any lien or claim or lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on Owner, and Owner has performed its obligations under this Agreement, then Owner shall have the right to: (i) withhold from any payment due to Contractor an amount sufficient to discharge any and all such liens or claims; (ii) pay the lien holder directly and offset any such amount against the Fixed Price Cost; and (iii) bond around the lien at Contractor's sole cost and expense.

4. Owner reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers if Owner reasonably suspects that Contractor is not making payment to any such subcontractors or suppliers, or to protect Owner from any liens or encumbrances.

5. Owner may withhold any progress payment or final payment, or nullify any certification for payment previously issued, to the extent necessary to protect Owner from loss due to: (i) claims filed (including litigation, mechanic's liens, stop notices ("Claims")); (ii) reasonable evidence indicating probable filing of Claims; (iii) failure of Contractor to make timely payments to subcontractors or material suppliers; (iv) any material breach of this Agreement; (v) any reasonable doubt that the Agreement can be completed for the balance then unpaid; or (vi) defective or deficient work.

6. Final payment is due within thirty days of satisfaction of all completion conditions referenced above.

Section 6. Warranty.

All Work that is not completed to plans and specifications, applicable codes, and industry standards shall be immediately repaired, removed, and replaced with Work of a quality approved by the Owner, without additional compensation to the Contractor. The Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws. Upon receiving

notification from Owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to Owner and to Owner's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the applicable governmental agency and Owner of the Work. Payments to Contractor shall not relieve Contractor of these obligations. Contractor will keep clean on a weekly basis the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the Owner, and shall deliver to the Owner evidence of any such warranties as well as all product information and specifications. Contractor warrants that it is licensed by the Contractors State Licensing Board, and currently in good standing.

Section 7. Insurance/Bonds/Indemnity

7.0 Before commencement of any Work under this Agreement, Contractor shall obtain and maintain in full force and affect the following:

A **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guarantee period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

A **Payment Bond (Labor and Material)** in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

1. Comprehensive General Liability insurance that names Owner as an additional insured and that protects Contractor and Owner against any liability that Contractor may incur:
 - (a) Because of bodily injuries to or the death of one person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than *\$2,000,000.00* and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each. (b) Because of damage to or destruction of any property, to the extent of not less than *2,000,000.00* for each incident and aggregate.

2. Worker's Compensation insurance in statutory form and amount and employer's liability insurance covering Contractor's liability to the extent of not less than *\$2,000,000.00* for damages because of bodily injuries to or death of such person or persons.

3. The insurance described in Paragraph 7.1 above also shall provide contractual liability coverage satisfactory to Owner with respect to liability assumed by Contractor under the indemnity provisions in this Agreement. Written proof of compliance with these requirements shall be filed with and approved by Owner before commencement of Work. The insurance provided in Section 7.1 shall name Owner, as an additional insured, and Contractor shall cause to be issued certificates and endorsements evidencing such coverage prior to the commencement of construction. The insurance to be maintained by the Contractor shall at all times be primary to the insurance maintained by Owner.

4. To the maximum extent permitted by law, Contractor shall indemnify, defend, and save harmless Owner and hold Owner, harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, and other costs and expenses, including attorneys' fees and court costs ("Claim"), including but not limited to Claims involving personal injuries or property damage, which Owner may suffer or incur as a consequence of (i) Contractor's failure to perform any of Contractor's obligations as and when required hereunder, including any failure of any representation or warranty of Contractor to be true and correct and any errors, omissions or negligent acts committed by Contractor, its agents, subcontractors, or employees, (ii) any Claim or cause of action to the effect that Owner is in any way responsible or liable for any act or omission of Contractor, (iii) any act or omission by Contractor or any person or entity hired or employed by Contractor to perform any services relating to the subject matter of this Agreement; (iv) any Claim in any manner arising out of Contractor's performance of the Work; or (v) any breach of this Agreement by Contractor. Contractor shall pay any indebtedness arising under this indemnity to Owner immediately upon demand by Owner together with interest thereon from the date such indebtedness arises until paid at the rate equal to the greater of ten percent (10%) per annum or the highest lawful rate. Contractor's duty to indemnify Owner shall survive the termination of this Agreement. The foregoing indemnity shall not apply if the Owner's sole gross negligence or willful misconduct is the cause of the Claim.

Section 8. Work Stoppage

If Contractor at any time during the progress of the Work refuses or neglects, without the fault of Owner, to supply sufficient materials or workers to continue or complete the Work for a period of more than ten (7) days, not due to conditions beyond control of the contractor are not the cause, after having been notified in writing by Owner to furnish them, Owner shall have the power to terminate this Agreement and/or furnish and provide such materials and workers as are necessary to finish the Work, and the

reasonable expense thereof shall be deducted from the amount of the contract price as determined in this Agreement.

Section 9. Termination.

1. Termination by the Owner for Cause

- a.** the Owner may terminate the Contract if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Contract Document
- b.** When any of the above reasons exists, the Owner, may determine that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- c.** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- d.** If the unpaid balance of the Contract Sum exceeds the reasonable costs of finishing the Work. If such reasonable costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

9.2 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

9.3 Termination by the Contractor

If the Owner fails to make payment as provided in Section 5.2 for a period of 7 days, the Contractor may, upon seven additional days' written notice to the Owner and or the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Section 10. Independent Contractor.

Contractor agrees to perform the Work as an independent contractor and not as the agent, employee, or servant of Owner. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

Section 11. Assignment.

Contractor shall not assign this Agreement or any interest in it or any money due or to become due under it voluntarily, involuntarily, or by operation of law without Owner's prior written consent. In the event of any such purported assignment without Owner's prior written consent,

Owner shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor.

Section 12. Miscellaneous.

Contractor shall at all times operate in good faith to coordinate job site installation and the work of other trades at the Project and to complete the Work in a time efficient manner and in a manner which will minimize disturbance, noise and inconvenience to the surrounding residents. Time is of the essence of this Agreement.

This Agreement shall be governed by the laws of the State of California.

Section 13. Mediation.

Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by a mediator experienced in the area of construction and construction contracts. Any party

who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 14 of this Agreement, regardless of whether such party is the "prevailing party" in any such action.

Section 14. Attorney Fees.

If any suit or action is brought to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party.

CONTRACTOR: Scudder Roofing

Signature: _____

Print Name: _____

Title: _____

OWNER(S) / AGENT(S): Pacific Grove Unified School District

Signature: _____

Print Name: Joshua Jorn

Title: Assistant Superintendent of Business Services

Attachments:

Exhibit A: Schedule of Value

Exhibit B: Performance and Material Bonds

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract for Services with Ausonio Incorporated at Pacific Grove High School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Ausonio Incorporated at Pacific Grove High School for the roofing and painting project.

BACKGROUND:

The Pacific Grove High School is overdue for roofing and painting.

INFORMATION:

Rather than removing and replacing the tar and gravel roofs we are applying seamless reinforced roof encapsulation to the roofs. The roof will have a 40-year renewable warranty. The exteriors of buildings will be painted, and new gutters installed. This project covers buildings A, B, C, D and M,

A public bid was held for this project and has resulted in a successful bid of \$1,596,311.00.

FISCAL IMPACT:

This project is part of the Measure D Reprioritization previously approved by the Board.

LUMP SUM CONTRACT

LUMP SUM – FIXED PRICE

THIS CONSTRUCTION CONTRACT (this "Agreement") is entered into on this (Date):
May 18, 2023

Between the Owner: **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**
435 Hillcrest Ave
Pacific Grove CA 93950

And the Contractor: **Ausonio Incorporated**
11420 Commercial Parkway
Castroville, CA 95012-3214

RECITALS

A. Owner desires to contract with Contractor for the PGUSD Pacific Grove High School Roofing and Painting, Project No. MD-002 (the "Project"), Located:

Pacific Grove Unified School District
Pacific Grove High School
615 Sunset Ave.
Pacific Grove, CA 93950

B. Contractor desires to construct the Project on the terms and conditions contained herein. NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as following.

Section 1. Definitions.

Work. As used herein the "Work" shall mean all labor and materials, or both, necessary to perform the Project, to full completion, and shall consist of the components described in the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents*. The Work shall be done and the materials furnished in accordance with the information provided in the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents*, and as discussed in all correspondence prior to bid time and at the job walk.

Section 2. Obligations of Contractor.

Contractor agrees to furnish and transport all necessary labor, permits, materials, tools, implements, supplies, building materials and component parts, and appliances required to perform and finish the Work to industry standards and all applicable codes, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, free from any and all defects or deficiencies. Contractor shall further endeavor to use its best faith efforts to complete the Project timely, and continually keep Owner apprised of the status of the Project.

Section 3. The Work.

(a) Contractor has reviewed the Scope of Work (*Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents.*), and represents that: (i) if the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including, but not limited to, all applicable building codes; and (ii) the Plans and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Notice to Bidders and Jobsite Walk for the Fixed Price Cost. No changes in the scope of work or Fixed Price shall be made unless in a change order signed by both parties. (iii) contractor will be responsible for locating all utilities (above and below ground) with a licensed locating service prior to commencing work on the site. The contractor will be provided with information from the owner locating said utilities to the best of the owner's knowledge.

(b) If at any time or times during the process of the Work, Owner desires to add to, alter, deviate from, or make omissions from the Work to be performed under the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents.* Owner shall be at liberty to do so and the same shall in no way affect or make void this Agreement. Any such alterations to the scope of work, or deviations from *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents,* shall be made only in a writing signed by both parties. Any verbal changes in the scope of Work defined within the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* shall be of no force nor effect. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* as amended by any written change order

(ii) the Owner approves of the Work;

(iii) a notice of completion has been recorded; and (iv) the Contractor has received final payment.

Section 4. Contract Time.

Contractor agrees to commence the Work or as mutually agreed after receiving written notification to proceed from Owner, and shall complete the Work in no event later than

Wednesday, August 4th, 2023. Sixty-six days from the Notice to Proceed (the "Completion Date"). Contractor shall carry out the Work at all times with the greatest possible dispatch and diligence. If Contractor has not completed the Work by the Completion Date, then Owner may terminate this Agreement, Contractor shall immediately terminate its Work, Owner may withhold payment to the Contractor to complete the Work and the Project with another contractor, and in the event withholding such funds is insufficient to complete the Work and the Project, the Contractor will refund to the Owner such funds necessary to complete the Work and the Project within **Sixty-Six calendar days (66)** of receipt of written demand.

Section 5. Fixed Price.

1. Owner agrees, in consideration of Contractor's performance of this Agreement, to pay Contractor the **Fixed Price of One Million, Five Hundred Ninety-Six Thousand, Three Hundred Eleven Dollars and no cents (\$1,596,311.00)**. (This sum shall constitute payment in full for all costs incurred by Contractor under this Agreement in performing and completing the Work, including, but not limited to, the costs incurred for insurance, overhead, subcontractor's materials, supplies, bonds (if any are required by Owner), permits and compliance with all building codes and laws, and Social Security, unemployment, sales, use, and all other taxes and costs.

A contingency / tracking log to be maintained during the project.

2. Progress payments on account of the Fixed Price cost shall be made as follows. Please note that Contractor must submit an invoice to the PGUSD for all progress payments as listed below:

(a) Applications for payment as set forth according to the schedule below:

1. **\$1,000.00 - Upon Execution of Contract.**
(\$1,000 or 10% of the contract, whichever is less)
 2. **35% (+/-) - Material Acquisition and Mobilization.**
 3. **45% - Progress Payments**
 4. **10% - Upon Final Inspection and Sign Off of Punch List.**

(b) The balance of ten percent (10%) of the contract price shall not become due until completion and final acceptance of the Work. As a condition precedent to Owner's obligation to make any progress payment, Contractor shall provide Owner with the following documents upon Owner's written request: (i) a conditional mechanics' lien release from each laborer, material supplier, and other subcontractor who provided labor, materials, or supplies for the component(s) of the Work covered by such progress payment. (c) As an additional condition precedent to Contractor's right to receive final payment, Contractor shall discharge and release the Work from any and all

claims or liens that may have accrued from the performance of this Agreement and the final building inspection by Owner and the applicable governmental agency shall have been completed and accepted, and shall provide Owner with the following documents upon Owner's written request: (i) an unconditional mechanics' lien release from each such claimant who provided a conditional mechanics' lien release for the payment due (if any) to such claimant from the immediately preceding progress payment once the funds clear the contractors account. (ii) a recorded notice of completion; and (iii) "as built" drawings.

3. If at any time during the progress of the Work or before the final payment is made, any lien or claim or lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on Owner, and Owner has performed its obligations under this Agreement, then Owner shall have the right to: (i) withhold from any payment due to Contractor an amount sufficient to discharge any and all such liens or claims; (ii) pay the lien holder directly and offset any such amount against the Fixed Price Cost; and (iii) bond around the lien at Contractor's sole cost and expense.

4. Owner reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers if Owner reasonably suspects that Contractor is not making payment to any such subcontractors or suppliers, or to protect Owner from any liens or encumbrances.

5. Owner may withhold any progress payment or final payment, or nullify any certification for payment previously issued, to the extent necessary to protect Owner from loss due to: (i) claims filed (including litigation, mechanic's liens, stop notices ("Claims")); (ii) reasonable evidence indicating probable filing of Claims; (iii) failure of Contractor to make timely payments to subcontractors or material suppliers; (iv) any material breach of this Agreement; (v) any reasonable doubt that the Agreement can be completed for the balance then unpaid; or (vi) defective or deficient work.

6. Final payment is due within thirty days of satisfaction of all completion conditions referenced above.

Section 6. Warranty.

All Work that is not completed to plans and specifications, applicable codes, and industry standards shall be immediately repaired, removed, and replaced with Work of a quality approved by the Owner, without additional compensation to the Contractor. The Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws. Upon receiving

notification from Owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to Owner and to Owner's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the applicable governmental agency and Owner of the Work. Payments to Contractor shall not relieve Contractor of these obligations. Contractor will keep clean on a weekly basis the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the Owner, and shall deliver to the Owner evidence of any such warranties as well as all product information and specifications. Contractor warrants that it is licensed by the Contractors State Licensing Board, and currently in good standing.

Section 7. Insurance/Bonds/Indemnity

7.0 Before commencement of any Work under this Agreement, Contractor shall obtain and maintain in full force and affect the following:

A **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guarantee period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

A **Payment Bond (Labor and Material)** in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

1. Comprehensive General Liability insurance that names Owner as an additional insured and that protects Contractor and Owner against any liability that Contractor may incur:
 - (a) Because of bodily injuries to or the death of one person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than *\$2,000,000.00* and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each. (b) Because of damage to or destruction of any property, to the extent of not less than *2,000,000.00* for each incident and aggregate.

2. Worker's Compensation insurance in statutory form and amount and employer's liability insurance covering Contractor's liability to the extent of not less than *\$2,000,000.00* for damages because of bodily injuries to or death of such person or persons.

3. The insurance described in Paragraph 7.1 above also shall provide contractual liability coverage satisfactory to Owner with respect to liability assumed by Contractor under the indemnity provisions in this Agreement. Written proof of compliance with these requirements shall be filed with and approved by Owner before commencement of Work. The insurance provided in Section 7.1 shall name Owner, as an additional insured, and Contractor shall cause to be issued certificates and endorsements evidencing such coverage prior to the commencement of construction. The insurance to be maintained by the Contractor shall at all times be primary to the insurance maintained by Owner.

4. To the maximum extent permitted by law, Contractor shall indemnify, defend, and save harmless Owner and hold Owner, harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, and other costs and expenses, including attorneys' fees and court costs ("Claim"), including but not limited to Claims involving personal injuries or property damage, which Owner may suffer or incur as a consequence of (i) Contractor's failure to perform any of Contractor's obligations as and when required hereunder, including any failure of any representation or warranty of Contractor to be true and correct and any errors, omissions or negligent acts committed by Contractor, its agents, subcontractors, or employees, (ii) any Claim or cause of action to the effect that Owner is in any way responsible or liable for any act or omission of Contractor, (iii) any act or omission by Contractor or any person or entity hired or employed by Contractor to perform any services relating to the subject matter of this Agreement; (iv) any Claim in any manner arising out of Contractor's performance of the Work; or (v) any breach of this Agreement by Contractor. Contractor shall pay any indebtedness arising under this indemnity to Owner immediately upon demand by Owner together with interest thereon from the date such indebtedness arises until paid at the rate equal to the greater of ten percent (10%) per annum or the highest lawful rate. Contractor's duty to indemnify Owner shall survive the termination of this Agreement. The foregoing indemnity shall not apply if the Owner's sole gross negligence or willful misconduct is the cause of the Claim.

Section 8. Work Stoppage

If Contractor at any time during the progress of the Work refuses or neglects, without the fault of Owner, to supply sufficient materials or workers to continue or complete the Work for a period of more than ten (7) days, not due to conditions beyond control of the contractor are not the cause, after having been notified in writing by Owner to furnish them, Owner shall have the power to terminate this Agreement and/or furnish and provide such materials and workers as are necessary to finish the Work, and the

reasonable expense thereof shall be deducted from the amount of the contract price as determined in this Agreement.

Section 9. Termination.

1. Termination by the Owner for Cause

- a.** the Owner may terminate the Contract if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Contract Document
- b.** When any of the above reasons exists, the Owner, may determine that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- c.** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- d.** If the unpaid balance of the Contract Sum exceeds the reasonable costs of finishing the Work. If such reasonable costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

9.2 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

9.3 Termination by the Contractor

If the Owner fails to make payment as provided in Section 5.2 for a period of 7 days, the Contractor may, upon seven additional days' written notice to the Owner and or the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Section 10. Independent Contractor.

Contractor agrees to perform the Work as an independent contractor and not as the agent, employee, or servant of Owner. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

Section 11. Assignment.

Contractor shall not assign this Agreement or any interest in it or any money due or to become due under it voluntarily, involuntarily, or by operation of law without Owner's prior written consent. In the event of any such purported assignment without Owner's prior written consent,

Owner shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor.

Section 12. Miscellaneous.

Contractor shall at all times operate in good faith to coordinate job site installation and the work of other trades at the Project and to complete the Work in a time efficient manner and in a manner which will minimize disturbance, noise and inconvenience to the surrounding residents. Time is of the essence of this Agreement.

This Agreement shall be governed by the laws of the State of California.

Section 13. Mediation.

Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by a mediator experienced in the area of construction and construction contracts. Any party

who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 14 of this Agreement, regardless of whether such party is the "prevailing party" in any such action.

Section 14. Attorney Fees.

If any suit or action is brought to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party.

CONTRACTOR: Ausonio Incorporated

Signature: _____

Print Name: _____

Title: _____

OWNER(S) / AGENT(S): Pacific Grove Unified School District

Signature: _____

Print Name: Joshua Jorn

Title: Assistant Superintendent of Business Services

Attachments:

Exhibit A: Schedule of Value

Exhibit B: Performance and Material Bonds

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract for Services with Otto Construction at Forest Grove Elementary School

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Otto Construction at Forest Grove Elementary for the roofing and painting project.

BACKGROUND:

The Pacific Grove High School is overdue for roofing and painting.

INFORMATION:

Rather than removing and replacing the tar and gravel roofs we are applying seamless reinforced roof encapsulation to the roofs. The roof will have a 40-year renewable warranty. The exteriors of buildings will be painted, and new gutters installed. This project covers buildings A, G, and K.

A public bid was held for this project and has resulted in a successful bid of \$1,095,980.00.

FISCAL IMPACT:

This project is part of the Measure D Reprioritization previously approved by the Board.

LUMP SUM CONTRACT

LUMP SUM – FIXED PRICE

THIS CONSTRUCTION CONTRACT (this "Agreement") is entered into on this (Date):
May 18, 2023

Between the Owner: **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**
435 Hillcrest Ave
Pacific Grove CA 93950

And the Contractor: **Otto Construction**
1717 Second Street
Sacramento, CA 95811

RECITALS

A. Owner desires to contract with Contractor for the PGUSD Forest Grove Elementary Roofing and Painting, Project No. MD-003 (the "Project"), Located:

Pacific Grove Unified School District
Forest Grove Elementary School
1065 Congress Ave
Pacific Grove, CA 93950

B. Contractor desires to construct the Project on the terms and conditions contained herein. NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as following.

Section 1. Definitions.

Work. As used herein the "Work" shall mean all labor and materials, or both, necessary to perform the Project, to full completion, and shall consist of the components described in the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents*. The Work shall be done and the materials furnished in accordance with the information provided in the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents*, and as discussed in all correspondence prior to bid time and at the job walk.

Section 2. Obligations of Contractor.

Contractor agrees to furnish and transport all necessary labor, permits, materials, tools, implements, supplies, building materials and component parts, and appliances required to perform and finish the Work to industry standards and all applicable codes, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, free from any and all defects or deficiencies. Contractor shall further endeavor to use its best faith efforts to complete the Project timely, and continually keep Owner apprised of the status of the Project.

Section 3. The Work.

(a) Contractor has reviewed the Scope of Work (*Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents.*), and represents that: (i) if the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including, but not limited to, all applicable building codes; and (ii) the Plans and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Notice to Bidders and Jobsite Walk for the Fixed Price Cost. No changes in the scope of work or Fixed Price shall be made unless in a change order signed by both parties. (iii) contractor will be responsible for locating all utilities (above and below ground) with a licensed locating service prior to commencing work on the site. The contractor will be provided with information from the owner locating said utilities to the best of the owner's knowledge.

(b) If at any time or times during the process of the Work, Owner desires to add to, alter, deviate from, or make omissions from the Work to be performed under the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents.* Owner shall be at liberty to do so and the same shall in no way affect or make void this Agreement. Any such alterations to the scope of work, or deviations from *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents,* shall be made only in a writing signed by both parties. Any verbal changes in the scope of Work defined within the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* shall be of no force nor effect. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the *Notice to Bidders, Jobsite Walk, Addendum, and Contract Documents* as amended by any written change order

(ii) the Owner approves of the Work;

(iii) a notice of completion has been recorded; and (iv) the Contractor has received final payment.

Section 4. Contract Time.

Contractor agrees to commence the Work or as mutually agreed after receiving written notification to proceed from Owner, and shall complete the Work in no event later than

Wednesday, August 4th, 2023. Sixty-six days from the Notice to Proceed (the "Completion Date"). Contractor shall carry out the Work at all times with the greatest possible dispatch and diligence. If Contractor has not completed the Work by the Completion Date, then Owner may terminate this Agreement, Contractor shall immediately terminate its Work, Owner may withhold payment to the Contractor to complete the Work and the Project with another contractor, and in the event withholding such funds is insufficient to complete the Work and the Project, the Contractor will refund to the Owner such funds necessary to complete the Work and the Project within **Sixty-Six calendar days (66)** of receipt of written demand.

Section 5. Fixed Price.

1. Owner agrees, in consideration of Contractor's performance of this Agreement, to pay Contractor the **Fixed Price of One Million, Ninety-Five Thousand, Nine Hundred Eighty Dollars and no cents (\$1,095,980)**. (This sum shall constitute payment in full for all costs incurred by Contractor under this Agreement in performing and completing the Work, including, but not limited to, the costs incurred for insurance, overhead, subcontractor's materials, supplies, bonds (if any are required by Owner), permits and compliance with all building codes and laws, and Social Security, unemployment, sales, use, and all other taxes and costs.

A contingency / tracking log to be maintained during the project.

2. Progress payments on account of the Fixed Price cost shall be made as follows. Please note that Contractor must submit an invoice to the PGUSD for all progress payments as listed below:

(a) Applications for payment as set forth according to the schedule below:

1. **\$1,000.00 - Upon Execution of Contract.**
(**\$1,000 or 10% of the contract, whichever is less**)
 2. **35% (+/-) - Material Acquisition and Mobilization.**
 3. **45% - Progress Payments**
 4. **10% - Upon Final Inspection and Sign Off of Punch List.**

(b) The balance of ten percent (10%) of the contract price shall not become due until completion and final acceptance of the Work. As a condition precedent to Owner's obligation to make any progress payment, Contractor shall provide Owner with the following documents upon Owner's written request: (i) a conditional mechanics' lien release from each laborer, material supplier, and other subcontractor who provided labor, materials, or supplies for the component(s) of the Work covered by such progress payment. (c) As an additional condition precedent to Contractor's right to receive final payment, Contractor shall discharge and release the Work from any and all

claims or liens that may have accrued from the performance of this Agreement and the final building inspection by Owner and the applicable governmental agency shall have been completed and accepted, and shall provide Owner with the following documents upon Owner's written request: (i) an unconditional mechanics' lien release from each such claimant who provided a conditional mechanics' lien release for the payment due (if any) to such claimant from the immediately preceding progress payment once the funds clear the contractors account. (ii) a recorded notice of completion; and (iii) "as built" drawings.

3. If at any time during the progress of the Work or before the final payment is made, any lien or claim or lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on Owner, and Owner has performed its obligations under this Agreement, then Owner shall have the right to: (i) withhold from any payment due to Contractor an amount sufficient to discharge any and all such liens or claims; (ii) pay the lien holder directly and offset any such amount against the Fixed Price Cost; and (iii) bond around the lien at Contractor's sole cost and expense.

4. Owner reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers if Owner reasonably suspects that Contractor is not making payment to any such subcontractors or suppliers, or to protect Owner from any liens or encumbrances.

5. Owner may withhold any progress payment or final payment, or nullify any certification for payment previously issued, to the extent necessary to protect Owner from loss due to: (i) claims filed (including litigation, mechanic's liens, stop notices ("Claims")); (ii) reasonable evidence indicating probable filing of Claims; (iii) failure of Contractor to make timely payments to subcontractors or material suppliers; (iv) any material breach of this Agreement; (v) any reasonable doubt that the Agreement can be completed for the balance then unpaid; or (vi) defective or deficient work.

6. Final payment is due within thirty days of satisfaction of all completion conditions referenced above.

Section 6. Warranty.

All Work that is not completed to plans and specifications, applicable codes, and industry standards shall be immediately repaired, removed, and replaced with Work of a quality approved by the Owner, without additional compensation to the Contractor. The Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws. Upon receiving

notification from Owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to Owner and to Owner's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the applicable governmental agency and Owner of the Work. Payments to Contractor shall not relieve Contractor of these obligations. Contractor will keep clean on a weekly basis the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the Owner, and shall deliver to the Owner evidence of any such warranties as well as all product information and specifications. Contractor warrants that it is licensed by the Contractors State Licensing Board, and currently in good standing.

Section 7. Insurance/Bonds/Indemnity

7.0 Before commencement of any Work under this Agreement, Contractor shall obtain and maintain in full force and affect the following:

A **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guarantee period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

A **Payment Bond (Labor and Material)** in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

1. Comprehensive General Liability insurance that names Owner as an additional insured and that protects Contractor and Owner against any liability that Contractor may incur:
 - (a) Because of bodily injuries to or the death of one person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than *\$2,000,000.00* and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each. (b) Because of damage to or destruction of any property, to the extent of not less than *2,000,000.00* for each incident and aggregate.

2. Worker's Compensation insurance in statutory form and amount and employer's liability insurance covering Contractor's liability to the extent of not less than *\$2,000,000.00* for damages because of bodily injuries to or death of such person or persons.

3. The insurance described in Paragraph 7.1 above also shall provide contractual liability coverage satisfactory to Owner with respect to liability assumed by Contractor under the indemnity provisions in this Agreement. Written proof of compliance with these requirements shall be filed with and approved by Owner before commencement of Work. The insurance provided in Section 7.1 shall name Owner, as an additional insured, and Contractor shall cause to be issued certificates and endorsements evidencing such coverage prior to the commencement of construction. The insurance to be maintained by the Contractor shall at all times be primary to the insurance maintained by Owner.

4. To the maximum extent permitted by law, Contractor shall indemnify, defend, and save harmless Owner and hold Owner, harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, and other costs and expenses, including attorneys' fees and court costs ("Claim"), including but not limited to Claims involving personal injuries or property damage, which Owner may suffer or incur as a consequence of (i) Contractor's failure to perform any of Contractor's obligations as and when required hereunder, including any failure of any representation or warranty of Contractor to be true and correct and any errors, omissions or negligent acts committed by Contractor, its agents, subcontractors, or employees, (ii) any Claim or cause of action to the effect that Owner is in any way responsible or liable for any act or omission of Contractor, (iii) any act or omission by Contractor or any person or entity hired or employed by Contractor to perform any services relating to the subject matter of this Agreement; (iv) any Claim in any manner arising out of Contractor's performance of the Work; or (v) any breach of this Agreement by Contractor. Contractor shall pay any indebtedness arising under this indemnity to Owner immediately upon demand by Owner together with interest thereon from the date such indebtedness arises until paid at the rate equal to the greater of ten percent (10%) per annum or the highest lawful rate. Contractor's duty to indemnify Owner shall survive the termination of this Agreement. The foregoing indemnity shall not apply if the Owner's sole gross negligence or willful misconduct is the cause of the Claim.

Section 8. Work Stoppage

If Contractor at any time during the progress of the Work refuses or neglects, without the fault of Owner, to supply sufficient materials or workers to continue or complete the Work for a period of more than ten (7) days, not due to conditions beyond control of the contractor are not the cause, after having been notified in writing by Owner to furnish them, Owner shall have the power to terminate this Agreement and/or furnish and provide such materials and workers as are necessary to finish the Work, and the

reasonable expense thereof shall be deducted from the amount of the contract price as determined in this Agreement.

Section 9. Termination.

1. Termination by the Owner for Cause

- a.** the Owner may terminate the Contract if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Contract Document
- b.** When any of the above reasons exists, the Owner, may determine that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- c.** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- d.** If the unpaid balance of the Contract Sum exceeds the reasonable costs of finishing the Work. If such reasonable costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

9.2 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

9.3 Termination by the Contractor

If the Owner fails to make payment as provided in Section 5.2 for a period of 7 days, the Contractor may, upon seven additional days' written notice to the Owner and or the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Section 10. Independent Contractor.

Contractor agrees to perform the Work as an independent contractor and not as the agent, employee, or servant of Owner. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

Section 11. Assignment.

Contractor shall not assign this Agreement or any interest in it or any money due or to become due under it voluntarily, involuntarily, or by operation of law without Owner's prior written consent. In the event of any such purported assignment without Owner's prior written consent,

Owner shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor.

Section 12. Miscellaneous.

Contractor shall at all times operate in good faith to coordinate job site installation and the work of other trades at the Project and to complete the Work in a time efficient manner and in a manner which will minimize disturbance, noise and inconvenience to the surrounding residents. Time is of the essence of this Agreement.

This Agreement shall be governed by the laws of the State of California.

Section 13. Mediation.

Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by a mediator experienced in the area of construction and construction contracts. Any party

who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 14 of this Agreement, regardless of whether such party is the "prevailing party" in any such action.

Section 14. Attorney Fees.

If any suit or action is brought to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party.

CONTRACTOR: Otto Construction

Signature: _____

Print Name: _____

Title: _____

OWNER(S) / AGENT(S): Pacific Grove Unified School District

Signature: _____

Print Name: Joshua Jorn

Title: Assistant Superintendent of Business Services

Attachments:

Exhibit A: Schedule of Value

Exhibit B: Performance and Material Bonds

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Contract for services with Southern Bleacher

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and ratify the Emergency contract for services with Southern Bleacher at Pacific Grove High School for Emergency demolition and temporary repairs to make the remaining portion of bleachers safe for commencement.

BACKGROUND:

The Pacific Grove High School Stadium Bleachers were impacted by a large tree during this winter's storms. There is major damage making the bleachers unsafe. Temporary fence/guardrail must be installed to allow the bleachers to be used for graduation ceremony.

INFORMATION:

This contract only covers the demolition and temporary repairs. Replacement of the damaged portion will occur over the summer.

FISCAL IMPACT:

These repairs have been submitted to our insurance carrier.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT**

CONSULTANT Southern Bleacher Company Inc.

SITE/DEPARTMENT PGHS/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE Fund 21/Insurance Claim

AGREEMENT TOTAL AMOUNT Thirty-Six Thousand Eight Hundred Seventy-Five Dollars and no cents (\$36,875.00)

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Southern Bleacher Company Inc. ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as a General Engineering. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Selective demolition of portion of Bleacher damaged by tree impact and temporary repairs to make remaining undamaged structure safe for use. This is EMERGENCY repairs required to make the stadium safe for Graduation Ceremonies.
2. **Term.** Consultant shall commence providing services under this Agreement on 5/8/2023, and will diligently perform as required and complete performance by 5/24/2023.
3. **Compensation.** District agrees to pay Thirty-Six Thousand Eight Hundred Seventy-Five Dollars and no cents (\$36,875.00) to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Thirty-Six Thousand Eight Hundred Seventy-Five Dollars and

no cents (\$36,875.00) during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
 Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory

arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Consultant

Name: Southern Bleacher Company Inc.
 Address: P.O. box One
 City/State/Zip: Graham, TX 76046
 Business Phone: (800)433-0912
 Email (Optional): wimberley@southernbleacher.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

- Corporation, State
- Individual
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Limited Partnership
- Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Jon Anderson
Title: Director of Maint., Operations & Transportation.
Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Board Agenda Format Regarding Individuals Desiring to Address the Board

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: President Carolyn Swanson

RECOMMENDATION:

The Board President recommends the Board add California School Employee Association (CSEA) and Pacific Grove Teachers Association (PGTA) sections to the Board agenda Individuals Desiring to Address the Board.

INFORMATION:

This item was requested by President Swanson at the May 4, 2023 Board meeting during Future Agenda Items.

- | | |
|--|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Pacific Grove Unified School District Post Pandemic Protocols

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the below post pandemic protocol from California Department of Public Health.

BACKGROUND:

As our educational community and country continue to progress through the tail end of a pandemic, it is the responsibility of our District to maintain the most current guidance or recommendation from California Department of Public Health (CDPH).

The protocol adjustments for school guidance were issued by the CDPH on 3/20/2023.

INFORMATION:

Guidance summary:

- References to expired regulations (COVID-19 supplemental paid sick leave program and Assembly Bill 685 reporting requirements) have been removed.
- References to Cal/OSHA COVID-19 regulations have been updated in **Cal/OSHA COVID-19 Prevention Non-Emergency Regulations**.
- References have been added regarding required actions related to facemasks.
 - Under the section of **Use of Facemasks, Recommended Actions:**
 "Unless otherwise directed by local health departments or local educational agencies, students and staff should follow CDPH Guidance for the Use of Face Masks, **until 4/3/2023**** as well as masking guidance for specific situations referenced below (e.g., when having symptoms, being infected, or exposed)." ***new masking guidance here was issued April 3, 2023*
- Schools are encouraged to develop and implement local protocols to provide masks to students who inadvertently fail to bring a face covering to school and desire to use one. *(PGUSD will continue to provide child and adult-size face masks at all campus sites and classrooms)*

- Recommendations for managing exposures and testing have been updated. Specifically, the recommendation for schools to provide students/families with routine notification of school-based exposures to COVID-19 has been retired.
- Monterey County Health Department (MCHD) still requires school districts to report positive cases to the County which will give them valuable data on COVID-19 case transmission rates. The County will contact PGUSD for any further action if needed based on our reporting. Each health care assistant is reporting positive cases for their primary work site.

FISCAL IMPACT:

None

- | | |
|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input checked="" type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Board Calendar/Future Meetings

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approve the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

NOTE: Superintendent Search firm Leadership Associates proposed timeline attached for Board discussion and direction to Administration.

Board Meeting Calendar January-June 2023

Thursday Jan. 5	Regular Board Meeting ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2023-24 ✓ Property Tax Update	District Office/Virtual
Thursday Jan. 19	Regular Board Meeting ✓ CSBA Policy Update ✓ School Accountability Report Cards ✓ School Resource Officer Contract	District Office/Virtual
Thursday Feb. 2	Regular Board Meeting ✓ Black History Month Resolution ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2022-23 Audit Report ✓ Quarterly Facilities Project Updates*	District Office/Virtual
Thursday Mar. 2	Regular Board Meeting ✓ Women's History Month Resolution ✓ Second Interim	District Office/Virtual
Thursday Mar. 16	Regular Board Meeting ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels	District Office/Virtual
Thursday Apr. 6	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2023-24 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office/Virtual
Thursday April 20	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update	District Office/Virtual
Friday April 28 3:00-6:00p.m.	SPECIAL Board Meeting ✓ Governance Training with DWK	District Office/Virtual
Thursday May 4	Regular Board Meeting ✓ Continue Superintendent Evaluation ✓ Board Goals for 2023-24 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office/Virtual
Thursday May 18	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Superintendent Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2023-24 Budget Public Hearing ✓ LCAP Public Hearing	District Office/Virtual

Thursday June 1	<p>Regular Board Meeting District Office/Virtual</p> <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2023-24 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2023-24
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar August-December 2023

Thursday Aug. 3	Regular Board Meeting	District Office/Virtual
Thursday Aug. 17	Regular Board Meeting <ul style="list-style-type: none"> ✓ Student Enrollment Update ✓ Property Tax Report ✓ Review of Legal Services Costs ✓ Quarterly Facilities Project Updates* ✓ CSBA Policy Update 	District Office/Virtual
Thursday Sept. 7	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* ✓ Cultural Proficiency/Equity Presentation 	District Office/Virtual
Thursday Sept. 14	Special Board Meeting <ul style="list-style-type: none"> ✓ Board self-evaluation 	District Office/Virtual
Thursday Sept. 21	Regular Board Meeting <ul style="list-style-type: none"> ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report 	District Office/Virtual
Thursday Oct. 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Superintendent Goals ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data ✓ Board Goals check-in 	District Office/Virtual
Thursday Oct. 26	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CSBA Policy Update 	District Office/Virtual
Thursday Nov. 2	Regular Board Meeting <ul style="list-style-type: none"> ✓ PGHS Course Bulletin Information/Discussion 	District Office/Virtual
Thursday Nov. 16	Regular Board Meeting <ul style="list-style-type: none"> ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* 	District Office/Virtual
Thursday Dec. 9	Regular Board Meeting	District Office/Virtual
Thursday Dec. 14	Organizational Meeting <ul style="list-style-type: none"> ✓ Election of 2022-23 Board President and Clerk ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition 	District Office/Virtual

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*



PROPOSED TIMELINE

(Flexible based on Board direction)

Pacific Grove Unified School District Superintendent Search

Note: *Blue italicized text* indicates Board Participation

APRIL 2023 Preliminary Phase	April 17	District receives proposals
	April 20/May 4	<i>Proposal Presentations / Board Selects Firm</i>
MAY 2023 Community Engagement	May 22 or 23 (Special Mtg)	<i>Initial Meeting with the Board; Board determines characteristics, skills & qualities desired in new superintendent; publicly announces timeline and procedures (Open and Closed Session; approx 2-3 hrs total)</i>
	May 22 - 31	Online survey dates [specified languages]
	May 24 (External) May 25 (Internal)	Consultants confer with staff and community designated by the Board to receive input [one day Zoom and one day in person]
APRIL-MAY 2023 Advertisement and Recruitment	April-May	Consultants identify potential candidates; Development and posting of Position Description
	May 22 June 12	Advertising and active recruitment; Ad appears in <u>EdCal</u> , (Two consecutive publication plus immediate online ACSA posting)
	June 26	Deadline for applications
MAY-JUNE 2023 Interviews and Selection	May-June	Consultants complete comprehensive reference and background checks on applicants
	July 27 (Special Mtg)	<i>Board confers with consultants, reviews all applications and selects candidates to be interviewed (Closed Session; approx 2-3 hours)</i>
	August 4 (Special Mtg)	<i>Board interviews candidates; selects finalist (Closed Session; all-day meeting)</i>
JUNE 2023 Contract Approval	ASAP [if desired]	<i>Board completes the validation process of the leading candidate and makes final determination</i>
	Regularly scheduled August 2023 meeting	<i>Board approves superintendent contract at a regularly scheduled board meeting</i>
JULY 2023 Start Date	August/September (or as mutually agreed)	New superintendent begins

- | | |
|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication | <input checked="" type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: California School Board Association December 2022 Policy Updates

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the California School Board Association policy updates from December 2022.

INFORMATION:

CSBA employs several full-time staff to keep its sample policy manual updated. It updates approximately 100 policies every year to stay up to date with changes in the law and publishes these updates in four bundles called “policy update packets.” These are issued four times a year: March, June, September, and December, as well as any special updates as needed. Subscribers to GAMUT Policy Plus receive announcements every time CSBA issues a policy update packet and can access the packet by logging into their proprietary site.

CSBA encourages districts to review each update packet once it’s issued to see which policies the district may need to update. Districts can review a “guide sheet” that lists the changes that CSBA has made as well as the text in the policies themselves to determine which policies they want to update. Once they determine this, they can prepare drafts of the new policies to send to their board for review and adoption. By reviewing each CSBA policy update packet and taking action accordingly, districts can ensure that their policy manual is always accurate and up-to-date. CSBA encourages districts to establish a consistent process for reviewing, processing, and approving update packets so that they never fall behind on their policies.

The Board directed Administration to have each Administrator review the policies for his/her department. The current batch of updates is from December 2022. Recommended updates will be brought to ongoing meetings until the Board has caught up with the CSBA updates.

The following Policies, Regulations and Exhibits were reviewed by the appropriate Administrator, recommendations accepted, no additional changes.

DECEMBER 2022

Board Policy 0430 - Comprehensive Local Plan for Special Education

- Reviewed by Director of Student Services Clare Davies

Administrative Regulation 0430 - Comprehensive Local Plan for Special Education

- Reviewed by Director of Student Services Clare Davies

Board Policy 0450 - Comprehensive Safety Plan

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 0450 - Comprehensive Safety Plan

- Reviewed by District Safety Director Barbara Martinez

Board Policy 0460 - Local Control and Accountability Plan

- Reviewed by Director of Curriculum and Special Projects Buck Roggeman

Administrative Regulation 0460 - Local Control and Accountability Plan

- Reviewed by Director of Curriculum and Special Projects Buck Roggeman

Board Policy 3250 - Transportation Fees

- Reviewed by Director of Maintenance, Operations and Transportation Jon Anderson

Administrative Regulation 3250 - Transportation Fees

- Reviewed by Director of Maintenance, Operations and Transportation Jon Anderson

Administrative Regulation 3260 - Fees and Charges

- Reviewed by Assistant Superintendent Josh Jorn

Board Policy 3460 - Financial Reports and Accountability

- Reviewed by Assistant Superintendent Josh Jorn

Administrative Regulation 3460 - Financial Reports and Accountability

- Reviewed by Assistant Superintendent Josh Jorn

Board Policy 3515 - Campus Security

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 3515 - Campus Security

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 3516.2 - Bomb Threats

- Reviewed by District Safety Director Barbara Martinez

Board Policy 3540 - Transportation

- Reviewed by Director of Maintenance, Operations and Transportation Jon Anderson

Board Policy 5131.7 - Weapons and Dangerous Instruments

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 5131.7 - Weapons and Dangerous Instruments

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 5141.3 - Health Examinations

- Reviewed by Director of Student Services Clare Davies

Board Policy 5142 - Safety

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 5142 - Safety

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 5142.2 - Safe Routes to School Program

- Reviewed by District Safety Director Barbara Martinez

Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education

- Reviewed by Director of Student Services Clare Davies

Board Bylaw 9220 - Governing Board Elections

- Reviewed by Superintendent Porrás

Board Bylaw 9223 - Filling Vacancies

- Reviewed by Superintendent Porrás

Board Bylaw 9323 - Meeting Conduct

- Reviewed by Superintendent Porrás
- Addition change includes editing regular Board meeting adjournment by 10:00 p.m.

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 0430: Comprehensive Local Plan For Special Education**Status:** ADOPTED

Original Adopted Date: 02/01/1998 | **Last Revised Date:** 05/12/01/2020 2022 | **Last Reviewed Date:** 05/12/01/2020 2022

CSBA NOTE: Pursuant to Education Code 56195.1, school districts and county offices of education (COE) are required to form geographical regions, known as Special Education Local Plan Areas (SELPA), of sufficient size and scope to administer a local plan and the allocation of funds for all the special education service needs of the children residing within the boundaries of the region. Districts may join together or with a COE to form a SELPA, or a single district may form its own SELPA. As amended by SB 98 (Ch. 24, Statutes of 2020), Education Code 56195.1 prohibits a district from creating a single-district SELPA until July 1, 2024.

Each SELPA is required to develop and administer a local plan describing how it will provide special education services. Pursuant to Education Code 56195.5, the Governing Board has authority, consistent with the SELPA plan, over the programs it directly maintains.

The following policy and accompanying administrative regulation should be revised to reflect requirements for the type of SELPA in which the district participates.

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

CSBA NOTE: Option 1 below is for use by districts that have their own single-district SELPA. Option 2 below is for use by districts that join with other districts to form a SELPA. Option 3 below is for use by districts that join with a COE to form a SELPA.

OPTION 1: (Single-district SELPA)

~~In order to meet the needs of individuals with disabilities, the district shall serve as a Special Education Local Plan Area (SELPA) pursuant to Education Code 56195.1.~~

~~The Superintendent or designee shall develop a local plan for the education of individuals with disabilities residing in the district. The plan shall be approved by the Board and submitted to the county office of education and the Superintendent of Public Instruction. (SPI). (Education Code 56195.1, 56195.3)~~

OPTION 1 ENDS HERE**OPTION 2: (Districts that participate in a multi-district SELPA)**

In order to meet the needs of individuals with disabilities, the district shall participate as a member of a multi-district Special Education Local Plan Area (SELPA) pursuant to Education Code 56195.1.

CSBA NOTE: Education Code 56195.8 mandates each entity providing special education that is participating in a multi-district SELPA to adopt policies for the programs and services it operates, including, but not limited to, policies on nonpublic, nonsectarian services, review of the class assignment of a student with disabilities, procedural safeguards, resource specialists, transportation of students with disabilities, information on the number of individuals with disabilities who are being provided special education and related services, and caseloads for speech and language specialists providing services to

children with disabilities ages 3-5 years. District policies on these topics should be consistent with policies adopted by the SELPA.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the county office of education and the Superintendent of Public Instruction. SPI. (Education Code 56195.1, 56195.3)

OPTION 2 ENDS HERE

~~OPTION 3: (Districts that participate in a multi-district SELPA with the county office of education)~~

~~In order to meet the needs of individuals with disabilities, the district shall participate as a member of a Special Education Local Plan Area (SELPA) with other districts and the county office of education pursuant to Education Code 56195.1.~~

~~The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)~~

~~The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction. SPI. (Education Code 56195.1)~~

OPTION 3 ENDS HERE

CSBA NOTE: Education Code 56836.148, as amended by AB 181 (Chapter 52, Statutes of 2022), requires the SPI to make publicly available the special education funding each local educational agency (LEA) generates for their SELPA, and for the SELPA, within thirty days of receiving their apportionment to report the amount of funding each LEA generates to member LEAs.

Each year, the Superintendent or designee shall provide to the Board any data and/or information regarding the special education funding generated by the district as supplied by the SPI and the SELPA in accordance with Education Code 56836.148.

CSBA NOTE: The remainder of this policy applies to all districts.

Pursuant to Education Code 56195.9, beginning July 1, 2020, the local plan must be reviewed by the SELPA at least once every three years. The budget plan, service plan, and annual assurances support plan must still be reviewed annually, pursuant to Education Code 56205; see the accompanying administrative regulation.

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory

committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

CSBA NOTE: Pursuant to Education Code 56195.7, a single-district SELPA is mandated to adopt a written procedure for the ongoing review of programs and a mechanism for correcting any identified problem. For districts participating in a multi-district SELPA with or without a COE pursuant to Option 2 or 3 above, these requirements are contained in the written agreement entered into by members of the SELPA. The following paragraph may be revised to reflect district and/or SELPA practice.

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 3000-3089	Regulations governing special education
Ed. Code 56000-56001	Education for individuals with exceptional needs
Ed. Code 56020-56035	Definitions
Ed. Code 56040-56046	General provisions
Ed. Code 56048-56050	Surrogate parents
Ed. Code 56055	Foster parents
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code 56170-56177	Children enrolled in private schools
Ed. Code 56190-56194	Community advisory committees
Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements
Ed. Code 56213	Special education local plan
Ed. Code 56213 56211-56214	Special education local plan areas with small or sparse populations
Ed. Code 56240-56245	Staff development
Ed. Code 56300-56385	Identification and referral; assessment, instructional planning
Ed. Code 56440-56447.1	Programs for individuals between the ages of three and five years
Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520-56525 56524	Behavioral interventions

Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualifications , <u>qualification</u> and liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References

Code	Description
0400	Comprehensive Plans
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees

1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
6020	Parent Involvement
6020	Parent Involvement
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Regulation 0430: Comprehensive Local Plan For Special Education**Status: ADOPTED**Original Adopted Date: 04/01/2003 | Last Revised Date: 12/01/2020 ~~2022~~ | Last Reviewed Date:
12/01/2020 ~~2022~~**Definitions**

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

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

Elements of the Local Plan

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

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

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

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:
 - a. Free appropriate public education
 - b. Full educational opportunity
 - c. Child find and referral
 - d. Individualized education programs, including development, implementation, review, and revision

- e. Least restrictive environment
 - f. Procedural safeguards
 - g. Annual and triennial assessments
 - h. Confidentiality
 - i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program
 - j. Children in private schools
 - k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865
 - l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)
 - m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)
 - n. Performance goals and indicators
 - o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments
 - p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds
 - q. Maintenance of financial effort
 - r. Opportunities for public participation before adoption of policies and procedures
 - s. Suspension and expulsion rates
 - t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)
 - u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)
 - v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)
2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) LEA within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected

funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

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

CSBA NOTE: Pursuant to Education Code 56205 and 56122, the local plan must include an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities. As amended by ~~SB 98~~ [AB 181](#) (Ch. [2452](#), Statutes of ~~2020~~ [2022](#)), Education Code 56122 extends the timeline for developing an annual assurances support plan to July 1, ~~2023~~ [2027](#). A template for the annual assurances support plan will be developed by CDE by July 1, ~~2022~~ [2026](#).

4. Beginning July 1, ~~2023~~ [2027](#), an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:
 - a. ~~How~~ [Support](#) the governing board of the SELPA will ~~support~~ [provide to](#) participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans
 - b. ~~How~~ [The ways in which](#) the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support
 - c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205
5. A description of programs for early childhood special education from birth through five years of age
6. A description of the method by which members of the public, including parents/guardians of individuals with ~~disabilities~~ [exceptional needs](#) who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205
7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan
8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE
9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303
10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress
11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

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

Availability of the Plan

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

Policy Reference UPDATE Service

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Ed. Code 56195-56195.10	Local plans
Ed. Code 56205-56208	Local plan requirements 56213 Special education local plan
Ed. Code 56213	Special education local plan areas with small or sparse populations
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Ed. Code 56500-56508	Procedural safeguards, including due process rights
Ed. Code 56520- 56525 56524	Behavioral interventions

Ed. Code 56600-56606	Evaluation, audits and information
Ed. Code 56836-56836.05	Administration of local plan
Gov. Code 7579.5	Surrogate parent; appointment, qualifications, liability
Gov. Code 95000-95004	California Early Intervention Services Act
W&I Code 361	Limitations on parental control
W&I Code 726	Limitations on parental control
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 300.1-300.818	Assistance to states for the education of students with disabilities
34 CFR 300.500-300.520	Procedural safeguards and due process for parents and students
34 CFR 303.1-303.654	Early intervention program for infants and toddlers with disabilities
34 CFR 99.10-99.22	Inspection, review and procedures for amending education records
42 USC 12101-12213	Americans with Disabilities Act
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Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs

Cross References

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6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.4	Behavioral Interventions For Special Education Students
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.41	Children With Disabilities Enrolled By Their Parents In Private School
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504

Policy 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2018~~2022~~ | **Last Reviewed Date:** 12/01/2018~~2022~~

CSBA NOTE: Pursuant to Education Code 32280-32289.5, districts are responsible for ensuring that a comprehensive safety plan with specified components is in place for each district school. As amended~~required~~ by AB 1747 (Ch. 806, Statutes of 2018), Education Code 32282 requires~~and 32288~~, the California Department of Education (CDE) to post~~has posted~~ on its web site a compliance checklist for developing comprehensive safety plans, and Education Code 32288 requires CDE to post ~~and~~ best practices for reviewing and approving the plans. Beginning in the 2018-19 school year, comprehensive~~Comprehensive~~ safety plans will be audited~~are reviewed~~ through the annual audits required by Education Code 41020 to ensure that they are updated and approved by March 1 of each year.

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

CSBA NOTE: Pursuant to Education Code 32281 and 32286, each school is required to adopt a comprehensive safety plan (Option 1 below). However, districts with an average daily attendance (ADA) of 2,500 or less are authorized by Education Code 32281 to develop a districtwide safety plan in lieu of developing school plans; thus, those districts may select either Option 1 or 2 to reflect district practice. Any district may choose to develop both district and school plans.

OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

OPTION 1 ENDS HERE

~~OPTION 2: (Districts with 2,500 or less ADA that choose to develop a districtwide plan)~~

~~The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)~~

OPTION 2 ENDS HERE

CSBA NOTE: The following two paragraphs apply to all districts. Education Code 32286 requires that the school site council review and update the comprehensive safety plan by March 1 of each year. In districts with ADA of 2,500 or less that choose to develop a districtwide plan in accordance with Option 2 above, the Superintendent or designee may conduct the annual review.

Pursuant to Education Code 32288, the updated plan(s) must be submitted to the district for approval. The Governing Board may choose to delegate to the Superintendent or designee the responsibility to review and approve the updated plans, but the Board remains responsible for ensuring compliance with the law.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

CSBA NOTE: Education Code 32288 requires that districts notify CDE if a school has not complied with the safety plan requirements. In the event that the Superintendent of Public Instruction determines that there has been a willful failure by a district to make any report required by Education Code 32280-32289, Education Code 32287 provides that the district may be fined up to \$2,000.

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education ([CDE](#)) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

CSBA NOTE: The following section is optional. Pursuant to Education Code 32281, the Board may, after consulting with law enforcement officials, elect to have the district, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury.

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials and approve the tactical response plan, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

~~Access to Safety Plan(s)~~ Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

CSBA NOTE: The following paragraph is optional. Pursuant to Education Code 32281, the Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents.

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

CSBA NOTE: Education Code 32281, as amended by AB 1747, adds a requirement to share the comprehensive safety plans with the following entities:

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

CSBA NOTE: Pursuant to Education Code 32289.5, the district is required to provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools, as specified.

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32261 <u>32260-32262</u>	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
<u>Ed. Code 35266</u>	<u>Reporting of cyber attacks</u>
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication
<u>Ed. Code 48980</u>	<u>Annual notifications</u>
Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
<u>Ed. Code 49390-49395</u>	<u>Homicide threats</u>

Ed. Code 67381	Violent crime Availability of information regarding crimes
Gov. Code 11549.3	Independent security assessment
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions
Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 7111-7122	Student Support support and Academic Enrichment Grants academic enrichment grants
20 USC 7912	Transfers from persistently dangerous schools
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: A Planning Guide for Action Workbook, 2002
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SS Secret Service & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Safe Schools

<u>Website</u>	<u>California Department of Technology, Independent Security Assessment</u> (https://cdt.ca.gov/security/independent-security-assessments-services/)
Website	California Governor's Office of Emergency Services
<u>Website</u>	<u>California Military Department</u> (https://calguard.ca.gov/)
<u>Website</u>	<u>California State Threat Assessment System</u> (https://calstas.org/)
Website	California Healthy Kids Survey
Website	U.S. Department of Education
<u>Website</u>	<u>U.S. Department of Homeland Security, Fusion Centers</u> (https://www.dhs.gov/fusion-centers)
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E(1)	Use Of School Facilities
1330.1	Joint Use Agreements

1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills and Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance

3543	Transportation Safety And Emergencies
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development

4340	Bargaining Units
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.8	Mobile Communication Devices
5132	Dress And Grooming
5132	Dress And Grooming
5136	Gangs
5136	Gangs

5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	<u>Nondiscrimination/Harassment</u>
<u>5145.6</u>	<u>Parent/Guardian Notifications</u>
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6020	Parent Involvement
6020	Parent Involvement
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.8	Comprehensive Health Education

6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159	Individualized Education Program
6159	Individualized Education Program
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education
6184	Continuation Education
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9011	Disclosure Of Confidential/Privileged Information
9320	Meetings And Notices
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

Regulation 0450: Comprehensive Safety Plan

Status: ADOPTED

Original Adopted Date: 11/01/2011 | **Last Revised Date:** 12/01/2018 ~~2022~~ | **Last Reviewed Date:** 12/01/2018 ~~2022~~

CSBA NOTE: The following optional administrative regulation should be revised to reflect district practice.

Pursuant to Education Code 234.5, the California Department of Education (CDE) has posted on its web site a list of statewide resources for youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying, and youth affected by gangs, gun violence, and psychological trauma caused by violence at home, at school, and in the community.

Additionally, 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

Development and Review of Comprehensive School Safety Plan

CSBA NOTE: The following section reflects requirements for the development of site-level comprehensive safety plans pursuant to Education Code 32280-32289 and is for use by districts that selected Option 1 in the accompanying Board policy. Districts with an average daily attendance (ADA) of 2,500 or less that selected Option 2 in the accompanying Board policy (i.e., that have developed a districtwide comprehensive safety plan applicable to all school sites in lieu of individual site plans, as authorized by Education Code 32281) should omit this section.

~~As amended by AB 1747 (Ch. 806, Statutes of 2018), Education Code 32281 requires school site councils to consult with the fire department and other first responders, in addition to local law enforcement, in the writing and development of comprehensive safety plans.~~

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety **planning** committees. (Education Code 32281, 32282)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization

CSBA NOTE: Item #5 below may be modified to specify other groups or individuals who will be represented on the committee. For example, the committee might include representatives of social service agencies, other city or county agencies, health care and emergency service providers, community-based organizations, and/or students.

5. Other members, if desired

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor
2. A representative of the local school employee organization
3. A representative of each parent/guardian organization at the school, including the parent teacher association and parent teacher clubs
4. A representative of each teacher organization at the school
5. A representative of the school's student body government
6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations
2. Local civic leaders
3. Local business organizations

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. In assessing the current status of school crime as required by Education Code 32282, districts may contract with a consultant, work with local law enforcement, develop their own local assessment, and/or use available instruments such as the “California Healthy Kids Survey.” or the Centers for Disease Control and Prevention's “Youth Risk Behavior Survey.”

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

CSBA NOTE: Education Code 32282 requires that the following components be included in the districtwide and/or school site safety plan. The district may expand this list to require other components at its discretion.

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

CSBA NOTE: Education Code 32282 requires districts to incorporate earthquake emergency procedures into the comprehensive safety plan, as specified in ~~items~~ **Items** #2b and #2c below. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan and AR 3516.3 - Earthquake Emergency Procedure System for further details about required components of these procedures. ~~As amended by AB 1747, Education Code 32282 requires CDE to provide guidance to districts in regard to the contents of school building disaster plans.~~

- b. An earthquake emergency procedure system in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

CSBA NOTE: Education Code 234.1 requires the Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and requires school personnel who witness such acts to take immediate steps to intervene when safe to do so; see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment. In addition, the district's complaint process must include a timeline for investigating and resolving complaints and an appeals process; see BP/AR 1312.3 - Uniform Complaint Procedures.

Education Code 234.4, as amended by AB 2291 (Ch. 491, Statutes of 2018), requires districts to adopt, by December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. See BP 5131.2 - .

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"
7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
8. A safe and orderly school environment conducive to learning
9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

CSBA NOTE: Pursuant to Education Code 32282, as amended by AB 1747, schools are required to include in their comprehensive safety plans procedures for conducting tactical responses to criminal incidents, as specified in ~~item~~ Item #10. Such procedures must be based on the specific needs and context of each school and community.

Pursuant to Education Code 32281, the Governing Board may elect to have district administrators, rather than the school site council, develop those portions of the comprehensive safety plan that include tactical responses to criminal incidents that may result in death or serious bodily injury; see the accompanying Board policy.

10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

CSBA NOTE: The following components are optional and should be revised to reflect district practice.

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

CSBA NOTE: Education Code 32261 and 32282 and ~~32261~~ encourage, but do not require, all comprehensive safety plans to include policies and procedures aimed at the prevention of bullying, as defined in Education Code 48900(r).

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

CSBA NOTE: Education Code 32261 encourages, but does not require, comprehensive safety plans to include Item #3, below.

3. Strategies aimed at preventing potential incidents involving crime and violence on school campuses, including vandalism, drug and alcohol abuse, gang membership and violence, hate crimes, bullying, including bullying committed personally or by means of an electronic act, teen relationship violence, and discrimination and harassment, including sexual harassment
4. 4. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
2. 5. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

CSBA NOTE: When providing parents/guardians with school safety materials and emergency communications, CSBA encourages districts to do so in language(s) understandable to parents/guardians, as appropriate for the school site.

6. Provision of safety materials and emergency communications in language(s) understandable to parents/guardians

CSBA NOTE: Education Code 49392, as added by SB 906 (Ch. 144, Statutes of 2022), requires districts, starting with the 2023-24 school year, to include in the annual notification to parents/guardians pursuant to Education Code 48980 information related to the safe storage of firearms, as specified.

7. Annual notification to parents/guardians related to the safe storage of firearms

3. 8. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students
4. 9. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction
5. 10. District policy related to prohibiting the possession of firearms and ammunition on school grounds
6. 11. Measures to prevent or minimize the influence of gangs on campus

CSBA NOTE: Education Code 32281 authorizes the principal, upon receiving verification from law enforcement, to notify parents/guardians and employees in writing that a violent crime has occurred on the school site. A "violent crime" is any act for which a student could be expelled and which meets the definition listed in Education Code 67381, including willful homicide, forcible rape, robbery, and aggravated assault, as defined in the "Federal Bureau of Investigation's Uniform Crime Reporting Handbook." Education Code 32281 encourages that the notice be sent no later than the second workday after receiving verification from law enforcement.

20 USC 7912 requires that all students attending a "persistently dangerous" school be provided notice of the designation and an option to transfer to a different school within the district. See BP/AR 5116.1 - Intradistrict Open Enrollment.

7. 12. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

13. Procedures for the early identification and threat assessment of, and appropriate response to, suspicious and/or threatening digital media content

8. 14. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

CSBA NOTE: Government Code 11549.3, as amended by AB 1352 (Ch. 593, Statutes of 2021), authorizes districts, at district expense, to request the Military Department, in consultation with the California Cybersecurity Integration Center, to perform an independent security assessment of the district or individual district school. Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

Pursuant to Education Code 35266, as added by AB 2355 (Ch. 498, Statutes of 2022), districts that experience a cyberattack, as defined, which impacts more than 500 students or personnel, are required to report such cyberattack to the California Cybersecurity Integration Center.

15. Independent security assessment of the school's network infrastructure and selected web applications to identify vulnerabilities and provide recommendations to improve cybersecurity

CSBA NOTE: Education Code 32282.1 does not require, but encourages, that comprehensive safety plans include the strategies described in ~~item #11~~ Item #16 below, to the extent the district uses the listed professionals. CDE's, "The Comprehensive School Safety Plan: Recommended Components," available on its web site, includes athletic coaches in the list of professionals and specifies that community intervention professionals include those who speak languages other than English.

9. 16. Guidelines for the roles and responsibilities of mental health professionals, athletic coaches, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:
- a. _____ Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement
 - b. _____ Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support
 - c. _____ Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

10. 17. Strategies for suicide prevention and intervention

CSBA NOTE: Policies and/or plans for maintaining a safe school environment during a pandemic, as described in Item #18 below, may be included in the district's comprehensive safety plan. Such policies may include BP 0470 – COVID-19 Mitigation Plan, BP 3516.5 – Emergency Schedules, BP 4113.5 – Working Remotely, BP 4119.41 – Employees with Infectious Disease, BP/AR 5141.22 – Infectious Diseases, and BP/AR 6158 – Independent Study.

18. District policy and/or plan related to pandemics

CSBA NOTE: Penal Code 626.8 provides that a person may be guilty of a misdemeanor for infringing with or disrupting a school activity, remaining on campus after having been asked to leave, reentering within seven days of being asked to leave, establishing a continued pattern of unauthorized entry, or willfully or knowingly creating a disruption with the intent to threaten the immediate physical safety of a student in preschool or grades K-8 who is arriving at, attending, or leaving school; see BP/AR 3515.2 - Disruptions.

~~11.~~ 19. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

~~12.~~ 20. Crisis prevention and intervention strategies, which may include the following:

a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

c. Assignment of staff members responsible for each identified task and procedure

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

~~f.~~ g. Development of a method for the reporting of violent incidents

~~g.~~ h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

~~13.~~ Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906, require certificated and classified employees of the district, or other school officials such as Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association

with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

21. Training on assessment and reporting of potential threats, violence prevention, and intervention techniques. Such training shall include preparation to implement the elements of the safety plan

CSBA NOTE: Pursuant to Education Code 32284, the comprehensive safety plan may, at the discretion of the Board, include procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of a school. No state funds may be used for this purpose.

14. 22. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

23. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 11987-11987.7	School Community Violence Prevention Program requirements
5 CCR 11992-11993	Definition; persistently dangerous schools
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32261 <u>32260-32262</u>	Interagency School Safety Demonstration Act of 1985
Ed. Code 32270	School safety cadre
Ed. Code 32280-32289.5	School safety plans
Ed. Code 32290	Safety devices
Ed. Code 35147	School site councils and advisory committees
Ed. Code 35183	School dress code; uniforms
Ed. Code 35291-35291.5	Rules
Ed. Code 35291.5	School-adopted discipline rules
Ed. Code 41020	Requirement for annual audit
Ed. Code 48900-48927	Suspension and expulsion
Ed. Code 48950	Speech and other communication

Ed. Code 49079	Notification to teacher; student act constituting grounds for suspension or expulsion
Ed. Code 67381	Violent crime
Gov. Code 54957	Closed session meetings for threats to security
Pen. Code 11164-11174.3	Child Abuse and Neglect Reporting Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 626.8	Disruptions
Federal	Description
20 USC 7111-7122	Student Support and Academic Enrichment Grants
20 USC 7912	Transfers from persistently dangerous schools
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
CSBA Publication	Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
CSBA Publication	Cyberbullying: Policy Considerations for Boards, Policy Brief, rev. July 2010
CSBA Publication	Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
CSBA Publication	Safe Schools: A Planning Guide for Action, 2002
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017
Federal Bureau of Investigation Publication	Uniform Crime Reporting Handbook, 2004
U.S. DOE Publication	Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SS & DOE Publication	Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Secret Service, National Threat Assessment Center
Website	Centers for Disease Control and Prevention
Website	Federal Bureau of Investigation
Website	National Center for Crisis Management
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	California Governor's Office of Emergency Services

Website	California Healthy Kids Survey
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	Description
0400	Comprehensive Plans
0410	Nondiscrimination In District Programs And Activities
0420	School Plans/Site Councils
0420	School Plans/Site Councils
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
0510	School Accountability Report Card
1100	Communication With The Public
1112	Media Relations
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
1313	Civility
1330	Use Of School Facilities
1330	Use Of School Facilities
1330-E (1)	Use Of School Facilities
1330.1	Joint Use Agreements
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
2210	Administrative Discretion Regarding Board Policy
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
PGUSD	Regular Meeting of May 18, 2023

3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515	Campus Security
3515	Campus Security
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills and Fires
3516.2	Bomb Threats
3516.3	Earthquake Emergency Procedure System
3516.5	Emergency Schedules
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3543	Transportation Safety And Emergencies
4112.41	Employee Drug Testing
4112.41	Employee Drug Testing
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.23	Unauthorized Release Of Confidential/Privileged Information
4131	Staff Development
4140	Bargaining Units

4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4212.41	Employee Drug Testing
4212.41	Employee Drug Testing
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.23	Unauthorized Release Of Confidential/Privileged Information
4231	Staff Development
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4312.41	Employee Drug Testing
4312.41	Employee Drug Testing
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.23	Unauthorized Release Of Confidential/Privileged Information
4331	Staff Development
4340	Bargaining Units
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
5020	Parent Rights And Responsibilities
5020	Parent Rights And Responsibilities
5112.5	Open/Closed Campus

5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5131	Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.41	Use Of Seclusion And Restraint
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.61	Drug Testing
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5131.8	Mobile Communication Devices
5132	Dress And Grooming
5132	Dress And Grooming
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention

5142	Safety
5142	Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.9	Hate-Motivated Behavior
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6020	Parent Involvement
6020	Parent Involvement
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6159	Individualized Education Program
6159	Individualized Education Program
6164.2	Guidance/Counseling Services
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6184	Continuation Education

6184	Continuation Education
7214	General Obligation Bonds
7214	General Obligation Bonds
9010	Public Statements
9011	Disclosure Of Confidential/Privileged Information
9320	Meetings And Notices
9321	Closed Session
9321-E 1)	Closed Session
9321-E (2)	Closed Session

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 0460: Local Control And Accountability Plan**Status: ADOPTED**

Original Adopted Date: 10/01/2017 | Last Revised Date: ~~10/01/2019~~ **12/01/2022** | Last Reviewed Date: **12/01/2022**

CSBA NOTE: Education Code ~~Code~~ **Codes** 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a local control and accountability plan (LCAP). Pursuant to Education Code 52060, the LCAP must include goals and actions aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement and family engagement; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of supplemental and concentration grants under the local control funding formula (LCFF)); and (8) student outcomes in the specified course of study. Education Code 52060 provides that, in addition to addressing the state priorities in the LCAP, the district may establish and address local priorities and goals. Examples include priorities for student wellness and other conditions of children, professional development, community involvement, ~~and~~ effective governance and leadership, **and environmental literacy**. See the accompanying administrative regulation for further information about the required content of the LCAP.

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

CSBA NOTE: Pursuant to Education Code 52064, the State Board of Education (SBE) has adopted a template that districts must use to complete the LCAP. An electronic version of the template is available on the California Department of Education's (CDE) web site.

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

CSBA NOTE: Education Code 52060 requires that the LCAP include annual goals to be achieved for all students and for each numerically significant student subgroup as defined in Education Code 52052. In addition, several state priorities address programs and services for "unduplicated students," as defined in Education Code 42238.01-42238.02.

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners,

and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

CSBA NOTE: Pursuant to Education Code 52064.3, as added by AB 181 (Ch. 52, Statutes of 2022), by January 31, 2025, an Individuals with Disabilities Education Act (IDEA) Addendum adopted by SBE relating to improvements in services for students with disabilities is required to be completed by districts that are identified by CDE as needing an improvement plan pursuant to 34 CFR 300.600-300.647. Such identified districts must comply with the requirements specified in the following paragraph.

Beginning July 1, 2025, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update to the LCAP, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

The LCAP shall also be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

CSBA NOTE: Pursuant to Education Code 52064.1, districts are required to develop an LCFF budget overview for parents/guardians in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The budget overview is subject to the requirements of Education Code 52062 and 52070 pertaining to the adoption, review, and approval of the LCAP.

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

CSBA NOTE: Education Code 52060 requires consultation on plan development with all of the groups listed below. The Board may delegate responsibility for arranging meetings and other input opportunities to the Superintendent or designee.

5 CCR 15495 defines what it means to consult with students, including unduplicated students and other numerically significant student subgroups, and gives examples of methods that may be used for this consultation. State regulations do not provide examples of consultation with groups other than students, but consultations might include surveys, the establishment of an advisory committee consisting of representatives of all the specified groups, solicitation of feedback from the groups after a draft plan is available, discussion of the LCAP at staff meetings, and communication with parent organizations, student councils, school site councils, or other established committees or organizations. The district may expand the following paragraph to reflect district practice.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

Public Review and Input

CSBA NOTE: Pursuant to Education Code 52063 and 5 CCR 15495, the Board is required to establish a parent advisory committee and, if district enrollment includes at least 15 percent English learners, an English learner parent advisory committee to review and comment on the LCAP. The district may use existing parent advisory committees for these purposes if the committee composition complies with Education Code 52063 and 5 CCR 15495. However, the district should consider whether such opportunities need to be expanded to achieve significant levels of stakeholder involvement in the planning process as intended by law.

Education Code 52063, as amended by AB 181, requires the LCAP parent advisory committee to include parents/guardians of currently enrolled students with disabilities.

The Board shall establish a parent advisory committee to ~~review and comment~~ provide advice on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above: and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

CSBA NOTE: The following paragraph is for districts serving middle and/or high school students. Education Code 52063, as amended by SB 997 (Ch. 922, Statutes of 2022), requires, beginning July 1, 2024, districts serving middle or high school students to include two students as full members of the existing parent advisory committee or establish a student advisory committee to provide advice to the Board and the Superintendent or designee. Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, as described below. Districts that do not serve middle or high school students may delete the following paragraphs relating to student advisory members.

Beginning July 1, 2024, unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

CSBA NOTE: The following paragraph is required in relation to parent advisory committees, pursuant to Education Code 52062. For consistency, it is recommended that the same treatment be afforded a student advisory committee established to advise the Board and Superintendent.

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (~~Education Code 52062~~)

CSBA NOTE: Education Code 52062 requires notification to the public of the opportunity to submit written comments on the proposed LCAP, including notification in the primary language of parents/guardians when required by Education Code 48985. Pursuant to Education Code 48985, whenever 15 percent or more of the students in a school speak a single primary language other than English, notifications sent to parents/guardians of such students must be written in the primary language as well as in English; see BP 5145.6 - Parental Notifications.

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

CSBA NOTE: Pursuant to Education Code 305, the LCAP parent/guardian and community engagement process must include solicitation of input on language acquisition programs. See BP/AR 6174 - Education for English Learners for further information regarding the types of language acquisition programs that may be offered.

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

CSBA NOTE: Pursuant to Education Code 42127, the Board must not adopt a district budget until the LCAP is in place for the budget year; see BP 3100 - Budget. The budget must include the expenditures

necessary to implement the plan that will be effective during the subsequent fiscal year. If it does not, the County Superintendent of Schools will disapprove the district's budget.

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

CSBA NOTE: Education Code 52070 requires the district to submit the LCAP to the County Superintendent, who may seek written clarification of the contents of the plan and may submit recommendations for amendments as provided below. The County Superintendent is required to approve the LCAP on or before October 8 if it is determined that (1) the LCAP adheres to the template adopted by the SBE and follows any SBE instructions or directions for completing the template; (2) the district budget includes expenditures sufficient to implement the specific actions and strategies in the LCAP; and (3) the LCAP adheres to supplemental and concentration grant expenditure requirements specified in Education Code 42238.07 for unduplicated students. In determining whether the district has fully demonstrated that it will use supplemental and concentration funds to increase or improve services for unduplicated students, 5 CCR 15497 requires the County Superintendent to review any descriptions of districtwide or schoolwide services provided.

Education Code 52064.1 requires the district to file the LCFF budget overview for parents/guardians with the County Superintendent to be reviewed for adherence with the template adopted by the SPI. If the budget overview is not approved, the County Superintendent will withhold approval of the LCAP and will provide technical assistance pursuant to Education Code 52071.

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

CSBA NOTE: The following optional paragraph may be revised to reflect the district's timeline for reviewing the progress and effectiveness of strategies included in the LCAP. Reports should be provided to the Board in sufficient time to allow for any necessary changes in the annual update to the LCAP by July 1 of each year, as required by Education Code 52060-52061. The Dashboard provides a tool to assist in evaluation of district and school performance and includes all of the state priorities for the LCAP described in Education Code 52060.

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

CSBA NOTE: Pursuant to Education Code 52071, when a school or a numerically significant student subgroup is not making sufficient progress toward its LCAP goals, the County Superintendent may be required to provide technical assistance or the Board may request technical assistance. In addition, the Superintendent of Public Instruction may intervene in any school which has been identified as in need of intervention based on criteria specified in Education Code 52072. Pursuant to Education Code 52059.5, CDE has established a unified system of support for districts and schools that meets state requirements as well as federal Title I requirements and ensures consistency between technical assistance provided under both sets of requirements. For more information, see BP 0520 - Intervention for Underperforming Schools.

The Superintendent or designee shall seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
5 CCR 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit

Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6
Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal

20 USC 6311

20 USC 6312

20 USC 6826

[34 CFR 300.600-300.647](#)**Description**

State plan

Local educational agency plan

Title III funds; local plans

[Education of students with disabilities; monitoring, enforcement, confidentiality, and program information](#)**Management Resources**

CA Department of Education Publication

California Department of Education
PublicationCalifornia Department of Education
PublicationCalifornia Department of Education
Publication**Description**

California School Accounting Manual

California Career Technical Education Model Curriculum
Standards, 2013

LCFF Frequently Asked Questions

Local Control and Accountability Plan and Annual Update
(LCAP) Template

California Department of Education Publication	California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Department of Education Publication	California Common Core State Standards: Mathematics, rev. 2013
California Department of Education Publication	California English Language Development Standards, 2012
California Department of Education Publication	California School Dashboard
California Department of Education Publication	Family Engagement Framework: A Tool for California School Districts, 2014
CSBA Publication	The California School Dashboard and Small Districts, October 2018
CSBA Publication	Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
CSBA Publication	LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016
Website	CSBA District and County Office of Education Legal Services
Website	California School Dashboard
Website	CSBA
Website	California Department of Education

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CSBA Sample District Policy Manual
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Regulation 0460: Local Control And Accountability Plan**Status:** ADOPTED

Original Adopted Date: 10/01/2017 | **Last Revised Date:** ~~12/01/2019~~ 2022 | **Last Reviewed Date:** 12/01/2022

CSBA NOTE: Education Codes 52060-52077 require the Governing Board to adopt and annually update, on or before July 1, a three-year local control and accountability plan (LCAP). See the accompanying Board policy for information about plan development and monitoring.

Goals and Actions Addressing State and Local Priorities

CSBA NOTE: Education Code 52060 requires that the LCAP include annual goals, aligned with specified state priorities, to be achieved for all students and for each numerically significant subgroup as defined in Education Code 52052. Pursuant to Education Code 52052, a numerically significant subgroup includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school or district.

In addition, several state priorities address programs and services for "unduplicated students." For purposes of supplemental and concentration grants allocated through the local control funding formula (LCFF), "unduplicated students" are defined by Education Code 42238.02 as students eligible for free or reduced-price meals, English learners, and foster youth; see the accompanying Board policy.

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:
 - a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002
 - b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

CSBA NOTE: Education Code 52060 provides that family engagement may include, but not be limited to, efforts by the district and schools to apply research-based practices, such as welcoming all families into the school community, engaging in effective two-way communication, supporting student success, and empowering families to advocate for equity and access. It may also include partnering with families to inform, influence, and create practices and programs that support student success and collaboration with families and the broader community, expand student learning opportunities, and promote civic participation.

- c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities
- d. Student achievement, as measured by all of the following as applicable:
 - i. Statewide assessments of student achievement
 - ii. The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs
 - iii. The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency
 - iv. The English learner reclassification rate
 - v. The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
 - vi. The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301
- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable
- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable
- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03
- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

CSBA NOTE: In addition to goals aligned with the state priorities described in Item #1 above, Education Code 52060 provides that the LCAP may include goals for local priorities established by the Board; see the accompanying Board policy. Optional Item #2 below may be revised to reflect local priorities.

- 2. Any goals identified for any local priorities established by the Board.

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in ~~items~~Items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

CSBA NOTE: Pursuant to Education Code 52060, in developing goals and actions for the LCAP, the Board may consider qualitative information, including, but not limited to, the results of school quality reviews conducted pursuant to Education Code 52052. Education Code 52052 authorizes the Superintendent of Public Instruction (SPI), with approval of the State Board of Education (SBE) and conditional upon an appropriation in the state budget, to develop and implement a program of school quality reviews that features locally convened panels to visit schools, observe teachers, interview students, and examine student work.

For purposes of the descriptions required by ~~items~~Items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

CSBA NOTE: The following section is for use by districts that receive LCFF supplemental and/or concentration grant funds. Such districts are required to increase or improve services for unduplicated students in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students; see BP 3100 - Budget. 5 CCR 15494-15496 specify the method for determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year.

The LCAP shall demonstrate how the district will increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students. (5 CCR 15494-15496)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis
2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas
3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

CSBA NOTE: [Education Code 52065](#) requires the district to prominently post its LCAP, any annual update or revisions to the LCAP, and LCFF budget overview for parents/guardians on the homepage of its web site. In addition, the County Superintendent of Schools is required to post all district LCAPs, or links to those plans, on the county office of education web site and to transmit all such plans to the SPI, who will then post links to all plans on the California Department of Education web site.

Beginning July 1, 2025, if the district is identified by SBE as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2025, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2028.

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, including the [IDEA Addendum as applicable](#), and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, [52064.3](#), 52065)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 15494-15497	Local control and accountability plan and spending requirements
Ed. Code 17002	State School Building Lease-Purchase Law, including definition of good repair
Ed. Code 305-306	English language education
Ed. Code 33430-33436	Learning Communities for School Success Program; grants for LCAP implementation
Ed. Code 41020	Requirement for annual audit
Ed. Code 41320-41322	Emergency apportionments
Ed. Code 42127	Public hearing on budget adoption
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 44258.9	County superintendent review of teacher assignment
Ed. Code 47604.33	Submission of reports by charter schools
Ed. Code 47606.5	Charter schools; local control and accountability plan
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51210	Course of study for grades 1-6

Ed. Code 51220	Course of study for grades 7-12
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52059.5	Statewide system of support
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52302	Regional occupational centers and programs
Ed. Code 52372.5	Linked learning program
Ed. Code 54692	Partnership academies
Ed. Code 60119	Sufficiency of textbooks and instructional materials; hearing and resolution
Ed. Code 60605.8	California Assessment of Academic Achievement; Academic Content Standards Commission
Ed. Code 64001	School plan for student achievement; consolidated application programs
Ed. Code 99300-99301	Early Assessment Program
W&I Code 300	Dependent child of the court

Federal

20 USC 6311

20 USC 6312

20 USC 6826

[34 USC 300.600](#)**Description**

State plan

Local educational agency plan

Title III funds; local plans

[State monitoring and enforcement](#)**Management Resources**

CA Department of Education Publication

California Department of Education
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Arts and Literacy in History/Social Studies, Science, and
Technical Subjects, rev. 2013California Common Core State Standards: Mathematics, rev.
2013

California English Language Development Standards, 2012

California School Dashboard

Family Engagement Framework: A Tool for California School
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Policy 3250: Transportation Fees**Status:** ADOPTED

Original Adopted Date: 12/01/1992 | **Last Revised Date:** 05/12/01/2019/2022 | **Last Reviewed Date:** 05/12/01/2019/2022

CSBA NOTE: The following policy and regulation are for use only by districts that provide transportation services to students and choose to charge a fee for such services as authorized by law. In addition to charging a fee for home-to-school transportation as authorized by Education Code 39807.5, the Governing Board may approve a fee for transportation of students to a regional occupational center or program pursuant to Education Code 39807.5, transportation for adult students pursuant to Education Code 39801.5, transportation of students to and from their place of summer employment in connection with a summer employment program for youth pursuant to Education Code 39837, and/or transportation for participants in a community recreation program pursuant to Education Code 10913 and 39835. See the accompanying administrative regulation.

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

CSBA NOTE: Education Code 39807.5 mandates the Board to adopt rules and regulations for identifying parents/guardians who are exempt from these fees based on financial need. The following paragraph provides for the use of applications that parallel those used for the free and reduced-price meal program, and may be revised to reflect district practice. Because Education Code 49557-49558 provide that applications and records related to free and reduced-price meal eligibility are confidential and may only be used for specified purposes, districts are advised to require a separate application for free transportation and take further measures, as described below, to ensure the privacy of program beneficiaries. CSBA NOTE: Pursuant to Education Code 39807.5, as amended by AB 181 (Ch. 52, Statutes of 2022), the transportation fee shall be waived for any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth, as included in the definition of "unduplicated students" in Education Code 42238.02.

The transportation fee shall be waived for students with demonstrated financial need in accordance with any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. (Education Code 39807.5- Eligibility for free)

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. At the discretion of the Board, the transportation based on financial need shall be determined in accordance with the income eligibility scales used for the free and reduced-price lunch program fee may be waived for other categories of students.

At the recommendation of the Superintendent or designee, the Board may also approve a waiver of a transportation fee for any group of district students.

CSBA NOTE: Pursuant to Education Code 39807.5, eligible students with disabilities must also be exempted from transportation fees. The California Department of Education's (CDE), "Fiscal Management Advisory 1720-01, Pupil Fees, Deposits, and Other Charges," interprets Education Code 39807.5 to exempt from the fee only those students with disabilities whose individualized education program requires that transportation be provided. Any district that charges students with disabilities for transportation based on CDE's interpretation should consult CSBA District and County Office of Education Legal Services or district legal counsel.

In addition, no charge shall be made for any transportation of a student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education. (Education Code 39807.5)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

The Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 10913	Fees for uses of school buses for community recreation purposes
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments

Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to ROC/P, apportionments <u>regional occupational center or program</u>
<u>Ed. Code 42238.02</u>	<u>Local Control Funding Formula</u>
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs
Management Resources	Description
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 1720-01, July 28, 2017 <u>23, 2020</u>
Court Decision	Arcadia Unified School District et. al. v. State Department of Education; <u>(1992)</u> 2 Cal. 4th 251 (1992)
Court Decision	Hartzell v. Connell; <u>(1984)</u> 35 Cal.3d 899 (1984)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

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3260	Fees And Charges
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3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
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3553	Free And Reduced Price Meals
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
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5125	Student Records
6159	Individualized Education Program
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6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
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6181	Alternative Schools/Programs Of Choice

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Regulation 3250: Transportation Fees**Status: ADOPTED**

Original Adopted Date: 05/01/2019 | Last Reviewed Date: 05/12/01/2019/2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect transportation services provided by the district for which fees will be charged.

Pursuant to 5 CCR 350, students must not be required to pay any fee, deposit, or other charge not specifically authorized by law. Districts should consult [CSBA District and County Office of Education Legal Services or district](#) legal counsel before establishing any transportation fee not listed below.

In *Hartzell v. Connell*, the California Supreme Court ruled that districts may not charge students to participate in extracurricular activities, but did not speak directly to transportation. There is no law which directly permits a district to charge a fee for transportation to and from extracurricular activities. It could be argued that transportation is not an integral part of an extracurricular activity. However, absent any case law, legislation, or regulation authorizing fees for transportation to extracurricular activities or for any other activity not specifically enumerated as permitting fees to be charged, districts desiring to charge such fees should consult with legal counsel.

When approved by the Governing Board, the district may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

With Board approval, the district may also charge transportation fees for:

CSBA NOTE: Pursuant to Education Code 10901, the community recreation programs described in ~~item~~[Item](#) #1 below are programs that are sponsored by a nonprofit organization for the benefit of disadvantaged school-age children or students with disabilities in a county with a population of 45,000 or less according to the most recent federal census.

1. Participants in a community recreation program offered pursuant to Education Code 10900-10914.5 (Education Code 10913, 39835)

CSBA NOTE: Items #2-4 are for use by districts that maintain high schools.

2. Students traveling between the regular full-time schools ~~they would attend~~[of attendance](#) and ~~the~~ regular full-time occupational classes provided by a regional occupational center or program (~~ROC/P~~) (Education Code 39807.5)
3. Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)
4. Students traveling to and from ~~their places~~[a place](#) of employment during ~~the~~ summer in connection with a summer employment program for youth (Education Code 39837)

CSBA NOTE: Although Education Code 39807.5 requires any fee for home-to-school transportation or transportation to and from a regional occupational center or program to be no greater than the statewide average nonsubsidized cost of providing this transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction, this statewide average cost is no longer being calculated. Instead, districts must ensure that transportation fees, when combined with funding received from the state, do not exceed actual operating costs. Similarly, for the services described in ~~items~~ **Items** #1 and 3-4 above, the district is authorized pursuant to Education Code 10913, 39801.5, and 39837 to establish a reasonable fee covering all or parts of the costs of the services.

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

Bus passes and tickets shall be sold at , electronically, if available, and at all district schools and at the district office. No money shall be collected on school buses.

Exemption from Fees

CSBA NOTE: The following section may be revised to reflect district practice:

Pursuant to Education Code 39807.5, the Governing Board is mandated to adopt criteria for parents/guardians to be exempted from transportation fees based on financial need; see the accompanying Board policy.

Upon enrollment and at the beginning of each school year, parents/guardians shall receive information about income eligibility standards and application procedures for a waiver of the transportation fee. All applications and related records shall be confidential and used only for the purpose of determining a student's eligibility for a fee waiver.

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 350	Fees not permitted
Ed. Code 10900-10914.5	Community recreation programs

Ed. Code 10913	Fees for uses of school buses for community recreation purposes
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 39800-39860	Transportation
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39809.5	Excess fees; adjustments
Ed. Code 39837	Transportation to summer employment program
Ed. Code 41850	Transportation to ROC/P, apportionments regional occupational center or program

[Ed. Code 42238.02](#)

[Local Control Funding Formula](#)

Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49557-49558	Applications for free and reduced-price meals
Ed. Code 56026	Individual with exceptional needs

Management Resources

Description

California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17 20 -01, July 28, 2017 23, 2020
Court Decision	Arcadia Unified School District et. al. v. State Department of Education; (1992) 2 Cal. 4th 251 (1992)
Court Decision	Hartzell v. Connell; (1984) 35 Cal.3d 899 (1984)
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
3260	Fees And Charges
3260	Fees And Charges
3540	Transportation
3541	Transportation Routes And Services
3541.2	Transportation For Students With Disabilities
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5125	Student Records
5125	Student Records
6159	Individualized Education Program
6159	Individualized Education Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Regulation 3260: Fees And Charges**Status:** ADOPTED**Original Adopted Date:** 03/01/2019 | **Last Reviewed Date:** 03/12/01/2019 2022

CSBA NOTE: Pursuant to 5 CCR 350, districts may charge fees only when specifically authorized by law. The following list specifies fees currently authorized by law and should be revised to reflect the types of fees that have been approved by the Governing Board; see the accompanying Board policy. Other permissible fees may exist and be identified in the future. For further information about fees and charges, see the California Department of Education's (CDE) [1720-01, Pupil Fees, Deposits and Other Charges.](#)

Pursuant to Education Code 49011, a district is prohibited from requiring a student to pay fees or charges in order to participate in an educational activity. A complaint alleging the unauthorized charging of student fees should be filed in accordance with the uniform complaint procedures; see the accompanying Board policy and BP/AR 1312.3 - Uniform Complaint Procedures. Districts with questions as to whether a particular fee may be charged should consult with [CSBA District and County Office of Education Legal Services or district](#) legal counsel.

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)
2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

CSBA NOTE: In its [1720-01,](#) CDE interprets Education Code 35330 as permitting the district, at its discretion, to charge fees for any field trip, provided that no student is prevented from participating in a field trip due to a lack of funds.

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)
4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)
5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

CSBA NOTE: Education Code 17551 permits the district to sell to a student any property of the district which has been fabricated by the student, as provided in ~~item~~ Item #6 below. ~~CDE~~ CDE's, "Fiscal Management Advisory 1720-01," clarifies that this cost applies to materials students will take home for their own possession and use, such as wood shop, art, or sewing projects.

6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)

CSBA NOTE: Education Code 39807.5, as amended by AB 181 (Ch. 52, Statutes of 2022), prohibits charging a fee for transportation to the parent/guardian of an unduplicated student as defined in Education Code 42238.02, which includes a student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth.

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, ~~the district provides a waiver based on financial need,~~ and an exemption is made for any student with a disability ~~whose individualized education program includes transportation as a related service necessary to receive a,~~ or any student who is eligible for free appropriate public education or reduced-price meals, any student who is an English learner, or any student who is a foster youth. (Education Code 39807.5)
8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
- ~~10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)~~
- ~~11.~~ 10. An adult education or secondary school community service class in civic, vocational, literacy, health, ~~homemaking,~~ family and consumer sciences, technical, and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

CSBA NOTE: In its, "Fiscal Management Advisory 20-01," CDE interprets Education Code 32030-32033 as permitting the district to charge fees for safety glasses that a student keeps, if the school provides them free of charge for use in specified courses or activities involving the use of hazardous substances likely to cause injury to the eyes.

- ~~12.~~ 11. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)
- ~~13.~~ 12. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would

effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

- ~~14.13.~~ Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

CSBA NOTE: Pursuant to the California Universal Meals Program established by Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), a district is required to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, without consideration of the student's eligibility for a federally funded free or reduced-price meal. For more information regarding the California Universal Meals Program see BP/AR 3550 – Food Service/Child Nutrition Program, BP/AR 3551 – Food Service Operations/Cafeteria Fund, and BP/AR 3553 – Free and Reduced Price Meals.

- ~~15.14.~~ Food sold at school, subject to the California Universal Meals Program, free and reduced-price meal program eligibility, and other restrictions specified in law (Education Code 38084), 49501.5)

CSBA NOTE: According to CDE's, "Fiscal Management Advisory 20-01," a blanket policy that charges fees for any damage caused to district property would be inconsistent with Education Code 19911 and 48904. Therefore, a district should analyze, on a case-by-case basis, whether property has been willfully damaged.

- ~~16.15.~~ In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)
- ~~17.16.~~ Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)
- ~~18.17.~~ Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)
- ~~19.18.~~ Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263, 8211, 8213, 8252-8254)

CBSA NOTE: Districts are prohibited from charging a fee for summer school programs. However, it is permissible for third parties that offer a summer school program to charge a fee for such program. CDE's, "Fiscal Management Advisory 22-01, Summer School, Third Parties, and Tuition Fees," provides that if a third party that is affiliated with a district charges tuition for a summer program, the district should make an individualized inquiry as to the relationship between the district and the third party to determine whether the educational activities are being offered by the district. In making this determination, districts may consider factors listed in Fiscal Management Advisory 22-01. Districts with questions as to whether a fee may be charged for summer school should consult CSBA District and County Office of Education Legal Services or district legal counsel.

~~20.19.~~ Participation in a before-school or after-school, or intersession program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens (ASSETs) program, or Expanded Learning Opportunity (ELO) program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6, [46120](#))

CSBA NOTE: In its “Fiscal Management Advisory ~~1720-01,~~” CDE lists Advanced Placement and International Baccalaureate examination fees as permissible. Some districts choose to reduce the cost of the fees for low-income students through the use of district funds or other funding sources; see BP 6141.4 - International Baccalaureate Program and BP 6141.5 - Advanced Placement.

~~21.20.~~ Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

CSBA NOTE: In its “Fiscal Management Advisory ~~1720-01,~~” CDE advises that a district that requires its students to wear a cap and gown as a condition for their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor.

Collection of Debt

CSBA NOTE: Education Code 49014 (the Public School Fair Debt Collection Act), as added by AB 1974 (Ch. 577, Statutes of 2018), establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including a requirement to provide the parent/guardian with an itemized invoice that references the district's policies relating to debt collection and the rights established pursuant to Education Code 49014 and 49557.5 (unpaid meal fees). It is recommended that districts include references to this administrative regulation and the accompanying Board policy, as well as BP/AR 3551 - Food Service Operations/Cafeteria Fund. For additional rights established by Education Code 49014, including prohibitions against directly billing a student or former student or imposing any negative action on a student, see the accompanying Board policy. Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Policy Reference Disclaimer:

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

State	Description
5 CCR 350	Fees not permitted
5 CCR 4600-4687	Uniform complaint procedures
CA Constitution Article 9, Section 5	Common school system
Ed. Code 17453.1	District sale or lease of Internet appliances or personal computers to parents of students
Ed. Code 17551	Property fabricated by students
Ed. Code 19910-19911	Offenses against libraries
Ed. Code 32033	Eye protective devices
Ed. Code 32221	Insurance for athletic team member
Ed. Code 32390	Voluntary program for fingerprinting students
Ed. Code 35330-35332	Field trips
Ed. Code 35335	School camp programs
Ed. Code 38080-38086.1	Cafeteria establishment and use
Ed. Code 38120	Use of school band equipment on excursions to foreign countries
Ed. Code 39801.5	Transportation for adults
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39837	Transportation to summer employment program
<u>Ed. Code 42238.02</u>	<u>Local Control Funding Formula</u>
<u>Ed. Code 46120</u>	<u>Expanded learning opportunities</u>
Ed. Code 48050	Residents of adjoining states
Ed. Code 48052	Tuition for foreign residents
Ed. Code 48904	Liability of parent or guardian; withholding of grades, diplomas, transcripts
Ed. Code 49010-49013	Student fees
Ed. Code 49014	Public School Fair Debt Collection Act
Ed. Code 49065	Reasonable charge for transcripts
Ed. Code 49066	Grades; effect of physical education class apparel
Ed. Code 49091.14	Parental review of curriculum

Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49557.5	Child Hunger Prevention and Fair Treatment Act of 2017
Ed. Code 51810-51815	Community service classes
Ed. Code 52612	Tuition for adult classes
Ed. Code 52613	Nonimmigrant foreign nationals
Ed. Code 56504	School records; students with disabilities
Ed. Code 60410	Books for adult classes
Ed. Code 8239 8211	Preschool and wraparound child care services Priority for full-day early childhood education programs
Ed. Code 8250 8213	Child care and development services for children with disabilities Income eligible; definition
Ed. Code 8263 8252-8254	Eligibility and priorities for subsidized child development services Early childhood education family fees
Ed. Code 8422 8420-8428	21st Century High School After School Safety and Enrichment for Teens programs
Ed. Code 8760-8774	Outdoor science, conservation, and forestry programs
Gov. Code 6253	Request for copy; fee
Federal	Description
8 USC 1184	Foreign students
Management Resources	Description
California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17 20 -01, July 28, 2017 23, 2020
California Department of Education Publication	Summer School, Third Parties, and Tuition Fees, Fiscal Management Advisory 2222-01, September 1, 2022
Court Decision	CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738
Court Decision	Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Court Decision	Hartzell v. Connell (1984) 35 Cal. 3d 899
Court Decision	Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Court Decision	Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education

Website

CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0440	District Technology Plan
0440	District Technology Plan
1230	School-Connected Organizations
1230	School-Connected Organizations
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3290	Gifts, Grants And Bequests
3452	Student Activity Funds
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program

3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
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3554	Other Food Sales
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4212.9	Employee Notifications
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4312.9	Employee Notifications
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4331	Staff Development
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5142	Safety
5142.1	Identification And Reporting Of Missing Children
5143	Insurance
5143	Insurance
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs

5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.4	Service Learning/Community Service Classes
6142.5	Environmental Education
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6145.2	Athletic Competition
6145.2	Athletic Competition
6153	School-Sponsored Trips
6153	School-Sponsored Trips
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6158	Independent Study
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6163.1	Library Media Centers
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6173	Education For Homeless Children
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6173-E(1)	Education For Homeless Children
6173-E(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6177	Summer Learning Programs
6178.2	Regional Occupational Center/Program
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9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board

9323.2-E(2)

Actions By The Board

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 3460: Financial Reports And Accountability**Status:** ADOPTED

Original Adopted Date: 11/01/2004 | **Last Revised Date:** 04/12/01/2013/2022 | **Last Reviewed Date:** 04/12/01/2013/2022

CSBA NOTE: The following policy is optional and should be revised to reflect district practice.

The Governing Board is committed to ensuring public accountability and the fiscal health of the district. The Board shall adopt sound fiscal management policies and practices, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement.

CSBA NOTE: The following optional paragraph sets the Governing Board's expectation that the district's financial reports will adhere to generally accepted financial and accounting standards. The Governmental Accounting Standards Board (GASB) is a nonprofit agency that establishes financial and accounting standards for state and local government agencies, including school districts. By using the California Department of Education's (CDE) standardized account code structure (SACS) software to develop financial reports, the district will be assured of complying with generally accepted accounting principles prescribed by GASB and meeting other state and federal reporting guidelines.

The Superintendent or designee shall ensure that all district financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). He/she The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the district's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report ~~must be approved by the Board prior to its submission~~ to a local, state, and/or federal agency requires prior Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report ~~and meet any applicable submission deadline~~.

The Board shall regularly communicate the district's financial position to the public and shall use financial reports to determine what actions and budget amendments, if any, are needed to ensure the district's financial stability without breaking any applicable submission deadline.

CSBA NOTE: The Fiscal Crisis and Management Assistance Team (FCMAT), which advises) is an independent entity created to help districts on avert fiscal insolvency and to provide districts with fiscal management and works with insolvent districts, has assistance. In August 2019, FCMAT revised the 15 identified ~~15~~ predictors of fiscal distress common in districts needing state intervention. These conditions include a governance crisis; absence According to FCMAT's "Indicators of communication to educational community; lack Risk or Potential Insolvency," the indicators of interagency cooperation; failure to recognize year-to-year trends (e.g., declining enrollment or deficit spending); flawed projections for average daily attendance; failure to maintain reserves; insufficient consideration of long-term bargaining agreement effects; flawed multi-year projections; inaccurate revenue and expenditure estimations; poor cash flow analysis and reconciliation; bargaining agreements beyond state cost-of-living adjustment; no integration of employee position control with payroll; risk or potential insolvency

include, but are not limited access to, conditions related to timely personnel, payroll, and unreliable budget control data and reports; escalating general fund encroachment; and lack of regular development, insufficient budget monitoring of categorical programs. See FCMAT's Fiscal Oversight Guide for further information.

When the County Superintendent of Schools reviews or updates, inadequate cash management, mismanaged collective bargaining agreements, increasing and/or unplanned contributions and transfers, continuing deficit spending, mismanaged employee benefits, and inattention to enrollment and attendance reporting.

In reviewing the district's budget (see AR 3100 - Budget), he/she the County Superintendent of Schools is required by Education Code 42127 and 42127.6 to consider whether more than three of these predictors are present. If so any studies, reports, evaluations, or audits of the district that contain evidence of fiscal distress based on the standards and criteria specified in Education Code 33127 or a finding that the district is in moderate or high risk of intervention based on the most common FCMAT indicators of a district needing intervention. In the event of any such evidence or finding, or if the district is showing fiscal distress under state criteria and standards for budgets or interim reports, as specified in 5 CCR 15440-15451 and 15453-15464, the County Superintendent must is required to investigate whether the district may be unable to meet its financial obligations for the current year's or two subsequent fiscal years years' financial obligations.

The Board shall regularly assess the district's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the district's financial stability. If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly take action to identify and resolve these conditions: without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise provide the district on with needed advice or fiscal matters management or training.

CSBA NOTE: When a district is fiscally insolvent and is considering applying to the state for an emergency apportionment that exceeds 200 percent of the recommended reserve for that district, Education Code 41326 requires the Board to first discuss the need for that apportionment at a regular or special meeting. At that meeting, the Board must receive testimony from parents/guardians, exclusive representatives of employees, and other community members. If the Any district that receives such an apportionment, it is subject to the conditions set forth in Education Code 41326, including assumption of all the Board's legal rights, duties, and powers by a state-appointed administrator.

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the district's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Gann Appropriations Limit Resolution

On or before September 15, the Board shall, at a regular or special meeting, adopt a resolution identifying, pursuant to Government Code 7900-7914, the district's estimated appropriations limit for the current fiscal year and the actual appropriations limit for the preceding fiscal year. Documentation used to identify these limits shall be made available to the public on the day of the Board meeting. (Education

Code 42132; Government Code 7910)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

CSBA NOTE: Education Code 42130 requires that the district issue two interim fiscal reports, as described below, based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are delineated in 5 CCR 15453-15464. See the accompanying administrative regulation for further information about the contents of the interim reports.

The ~~Each~~ Each fiscal year, the Superintendent or designee shall submit two interim fiscal reports to the Board; ~~the~~ The first report ~~covering~~ shall cover the district's financial and budgetary status for the period ending October 31 and the second report ~~covering~~ shall cover the period ending January 31. ~~The~~ These reports and supporting data shall be made available by the district for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and ~~certify~~, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the district will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the district will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

CSBA NOTE: Education Code 42130 and 42131 require that the interim report and certification be submitted to the County Superintendent in a format or on forms prescribed by the Superintendent of Public Instruction (SPI). ~~The~~ CDE requires that these be reported using the SACS software. Pursuant to Education Code 42131, upon receiving the certification, the County Superintendent is required to send any qualified or negative certification, along with the interim report, to the State Controller and the SPI.

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

CSBA NOTE: Education Code 42131 gives the County Superintendent 75 days after the close of the reporting period to ~~change~~ downgrade the district's positive certification to qualified or negative or, ~~as amended by AB 2662 (Ch. 589, Statutes of 2012), to change the district's a~~ qualified certification to negative. Districts may appeal the County Superintendent's determination to the SPI, who will then determine the certification to be given to the district.

If the district's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to the SPI within five days of receiving the notice of change. (Education Code 42131)

CSBA NOTE: Whenever the district receives a qualified or negative certification, Education Code 42131 requires the County Superintendent, within 75 days after the close of the reporting period, to submit his/her comments on the certification to the State Controller and the SPI and report any remedial action proposed or taken under the authority granted to the County Superintendent by Education Code 42127.6. Pursuant to Education Code 42127.6, the County Superintendent is required to take one or more of the following actions: (1) assign a fiscal expert to advise the district on its/the financial problems; (2) conduct a study of the district's financial and budgetary conditions of the district including, but not limited to, a review of internal controls; (3) direct the district to submit a financial projection of all fund and cash balances as of June 30 of the current year and subsequent fiscal years; (4) require the district to encumber all contracts and other obligations, prepare appropriate cash flow analyses and monthly or quarterly budget revisions, and appropriately record all receivables and payables; (5) direct the district to submit a proposal for addressing the fiscal conditions that caused the negative or qualified certification; (6) withhold the Board stipend and Superintendent compensation if requested financial information is not provided; and/or (7) assign FCMAT to review and provide recommendations to improve the district's teacher hiring process, teacher retention rate, extent of teacher misassignment, and provision of highly qualified teachers. Education Code 42131 also authorizes the State Controller to conduct an audit or review of the financial condition of any district having a negative or qualified certification.

Pursuant to Education Code 42652, a district that receives a qualified or negative certification also may lose the County Superintendent's or SPI's approval to draw warrants on the county treasury. Furthermore, pursuant to Education Code 42133, a district that receives a qualified or negative certification must have the County Superintendent's approval before issuing any certificates of participation, tax anticipation notes, revenue bonds, or other non-voter-approved debt (see the section entitled "Non-Voter-Approved Debt Report" in the accompanying administrative regulation).

Whenever a district with a qualified or negative certification is negotiating a collective bargaining agreement, it must allow the County Superintendent 10 working days to review and comment on the proposed collective bargaining agreement pursuant to Government Code 3540.2; see BP 4143/4243 - Negotiations/Consultation.

Whenever the district receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent under the authority granted to him/her pursuant to . (Education Code 42131.)

CSBA NOTE: Whenever the district's second interim report is accompanied by a qualified or negative certification, the district must submit another financial statement by June 1 as described below; this report is sometimes referred to as the "third interim report."

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the district's fund and cash balances through June 30. (Education Code 42131)

CSBA NOTE: Education Code 42637 authorizes the County Superintendent, upon concluding at any time during the fiscal year if he/she concludes, that the district's budget does not comply with criteria and standards adopted by the SBE, to conduct a comprehensive review of the district's financial and budgetary conditions of the district and to report his/her/the findings to the Board at a public meeting. According to FCMAT's Fiscal Oversight Guide, this provision of the law requires the County Superintendent to must exercise this authority when the district receives a negative certification and authorizes him/her/is authorized to do so when the district receives a qualified certification. After

receiving such a the report, the Board ~~must~~ is required to respond to the recommendations within 15 days.

~~At~~ if at any time during the fiscal year ~~when~~, the County Superintendent concludes that the district's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the ~~district's~~ district's financial and budgetary conditions after he/she has determined that the district's budget does not comply with state criteria and standards for fiscal stability, the Board shall review any report of the County Superintendent's Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the district shall notify the County Superintendent and the SPI of ~~its~~ the Board's proposed actions on the recommendation. (Education Code 42637)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, the Board must, no later than May 1 of each year, arrange for an audit of all the district's funds. However, if the Board has not provided for an audit by April 1, the County Superintendent must do so at the district's cost. Thus, the paragraph below reflects the April 1 deadline.

Pursuant to Education Code 41020, any district contract for auditing services must be approved by the County Superintendent if the district has a disapproved budget, has received a negative certification on any budget or interim ~~fiscal~~ report during the current fiscal year or either of the two preceding fiscal years, or has otherwise been determined by the County Superintendent to have a lack of going concern; ~~any contract the district enters into for auditing services must be approved by the County Superintendent.~~

By April 1 of each year, the Board shall provide for an annual audit of the district's books and accounts. (Education Code 41020)

CSBA NOTE: Education Code 41020 requires the Board to select an auditor from a directory of certified public accountants and public accountants deemed by the State Controller as qualified to conduct audits of local education agencies. The State Controller is required to publish this directory by December 31 of each year.

In addition, Education Code 41020.5 prohibits the Board from employing any accountant identified by the State Controller as ineligible based on failure of past audits to comply with provisions of the K-12 annual audit guide. The State Controller will annually notify districts of ineligible accountants by March 1.

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

CSBA NOTE: Education Code 41020 requires that districts rotate auditors as specified below. However, the district may request that the Education Audit Appeals Panel waive this requirement if no otherwise eligible auditor is available to perform the audit.

The Board shall not select any Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm to provide audit services if the whose lead or coordinating audit partner having primary responsibility for the audit, or the whose audit partner

responsible for reviewing the audit; has performed audit services for the district in each of the six previous fiscal years shall not be selected to perform a district audit. (Education Code 41020)

CSBA NOTE: Education Code 41020.3 requires the Board to review the audit report at an open meeting by January 31 of each year. However, Education Code 41020 requires that the audit report be filed with the County Superintendent, CDE, and State Controller no later than December 15. Thus, it is recommended that the Board conduct its review of the audit prior to December 15 whenever possible.

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual district audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Audit Committee

CSBA NOTE: The following optional section may be revised to reflect district practice. Although it is the responsibility of district staff to prepare financial statements and the responsibility of the independent auditor to assure that the information in the statements is reliable and fairly presented, establishment of an audit committee provides an additional mechanism to ensure fiscal responsibility, as well as providing an opportunity for community participation. Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees and BB 9130 - Board Committees.

The Board may appoint an audit committee composed of staff knowledgeable about fiscal matters, other staff, and representatives of the community.

The committee shall serve in an advisory capacity and may:

1. Make recommendations regarding the selection of the external independent auditor in accordance with Education Code 41020 and 41020.5
2. Review the plan for the audit process with the independent auditor to determine the adequacy of the nature, scope, and timetable of the audit
3. Review the results of the audit and participate with the independent auditor and management in preparing final recommendations and responses
4. Participate with the independent auditor in presenting the audit report to the Board
5. Review Board policies and administrative regulations to recommend any revisions needed to ensure effective financial reporting
6. Provide input on the effectiveness of the independent auditor
7. Periodically report to the Board regarding the status of previous audit recommendations for improving the accounting and internal control systems

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program; specifically ; reporting requirements
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools; duties
Ed. Code 14500-14508	Financial and compliance audits
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt
Ed. Code 17170-17199.5	California School Finance Authority
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326	Emergency apportionment
Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code 42122 <u>42120</u> -42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions

Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit
Federal	Description
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds
Management Resources	Description
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
State Controller Publication	Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California State Controller
Website	U.S. Government Accountability Office

Website	California County Superintendents Educational Services Association
Website	California Department of Education, Finance and Grants
Website	Education Audit Appeals Panel
Website	Fiscal Crisis and Management Assistance Team
Website	CSBA
Website	California Association of School Business Officials
Website	Office of Management and Budget
Website	School Services of California, Inc.

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds
3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3314.2	Revolving Funds

3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3451	Petty Cash Funds
3452	Student Activity Funds
3470	Debt Issuance And Management
3510	Green School Operations
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4312.1	Contracts
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
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7210	Facilities Financing
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7214	General Obligation Bonds
9000	Role Of The Board
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9140	Board Representatives
9322	Agenda/Meeting Materials

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Regulation 3460: Financial Reports And Accountability**Status: ADOPTED**

Original Adopted Date: 04/01/2014 | Last Revised Date: ~~10/12/01/2018~~ 2022 | Last Reviewed Date:
~~10/12/01/2018~~ 2022

Interim Reports

CSBA NOTE: Education Code 42130 requires that the district issue two interim-fiscal reports; see the accompanying Board policy for information about the use of these reports to certify whether the district will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years.

Each interim-fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

CSBA NOTE: Interim reports must be based on the criteria and standards adopted by the State Board of Education (SBE) pursuant to Education Code 33127. These criteria and standards are specified in 5 CCR 15453-15464 and address the areas listed below.

The ~~interim-fiscal~~ **Interim** reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

The ~~An interim~~ **interim** report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

Audit Report

CSBA NOTE: Pursuant to Education Code 41020, each year the district is required to arrange for an independent audit of all the district's funds. The audit must be approved by the Governing Board and submitted to the County Superintendent of Schools, California Department of Education (CDE), and State Controller within specified timelines. See the accompanying Board policy.

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

CSBA NOTE: The following paragraph is optional. Governmental Accounting Standards Board (GASB) Statement 34 contains requirements for the contents of the district's annual audited financial reports.

The Superintendent or designee shall provide the necessary financial records and cooperate with the independent auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

CSBA NOTE: Pursuant to Education Code 41020, the audit must include an audit of income and expenditures for all district funds, as provided below. Additionally, Education Code 41020 requires that the audit include a determination of whether funds were expended in accordance with the district's local control and accountability plan (LCAP). Pursuant to Education Code 52061, the annual update to the LCAP must list expenditures for specific actions to be taken to achieve the goals in the LCAP, including expenditures for services to English learners, foster youth, and students eligible for free and reduced-price meals. See BP/AR 0460 - Local Control and Accountability Plan for requirements pertaining to the LCAP.

The district audit shall include an audit of all income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the district's control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

CSBA NOTE: The following optional paragraph is for use by districts that elect to participate in the school district of choice program (Education Code 48300-48316); see BP/AR 5117 - Interdistrict Attendance. Pursuant to Education Code 48301, any district that elects to participate in the school district of choice program must ensure that its annual financial audit includes a review of the district's compliance with program requirements to establish a random, unbiased process for student admittance and to provide appropriate and factually accurate parent/guardian communications.

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

CSBA NOTE: Pursuant to Education Code 41344 and 41344.1, the district may appeal to the Education Audit Appeals Panel (EAAP) when an audit finding requires the district to repay an apportionment or pay a penalty. If the EAAP finds that there has been substantial compliance with the law, it may waive or reduce repayments or order other remedial measures to induce future compliance.

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Report on Expenditures of State Facilities Funds

CSBA NOTE: Pursuant to Education Code 41024, as added by AB 99 (Ch. 15, Statutes of 2017) and amended by AB 1808 (Ch. 32, Statutes of 2018), districts that receive state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) must annually report a detailed list of all expenditures of state funds, including interest, and of the district's matching funds for

completed projects. Education Code 41024 requires that an audit of completed facilities projects be submitted within one year of project completion.

Education Code 41024 requires CDE to provide the Office of Public School Construction with a copy of the audit identifying any adjustments to be made in grant funding as a result of the audit findings. the auditor to file the audit of state facilities funds with the State Controller within 60 days of completion of the audit. The State Controller, within 60 days of the receipt of the certified audit and after determining that the audit conforms with reporting standards in the audit guide, is then required to provide a copy of the audit to CDE and the Office of Public School Construction (OPSC), and to notify OPSC of any audit findings required pursuant to Education Code 41024 and of any amounts or adjustments identified on the basis of district's failure to expend the funds in accordance with the School Facilities Act or any accompanying grant agreement signed by district. The district may appeal any finding in accordance with the timelines and process specified in Education Code 41344. However, certain adjustments specified in Education Code 41024 (b)(1)(C)-(G) are not appealable to the Education Audit Appeals Panel.

When the district participates in the school facilities program pursuant to Education Code 17070.10-17079.30, the Superintendent or designee shall annually report a detailed list of all expenditures of state facilities funds, including interest, and of the district's matching funds for completed projects until all such funds are expended. The report shall identify expenditures on a project-by-project basis, reflect completed projects that were reimbursed within that fiscal year, and clearly indicate the list of projects that have been completed. (Education Code 41024; 2 CCR 1859.104)

Audits of facilities projects shall be concluded within one year of project completion; and shall be included as part of the district's audit for the fiscal year in which the project is reported as completed. A project shall be deemed completed when any of the following conditions is met: (Education Code 41024; 2 CCR 1859.104)

1. When the notice of completion for the project has been filed, all outstanding invoices, claims, and change orders have been satisfied, and the facility is currently in use by the district
2. Three years from the date of the final fund release for an elementary school project
3. Four years from the date of the final fund release for a middle or high school project

Fund Balance

CSBA NOTE: The following optional section reflects GASB Statement 54, which addresses the manner in which fund balances in the general fund must be reported in external financial reports. Pursuant to GASB 54, the Board has sole authority to specify purposes of committed funds (~~item~~Item #3 below) and also must express, or delegate the authority to express, intended purposes of resources resulting in the assigned fund balance (~~item~~Item #4 below); see BP 3100 - Budget.

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact

2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law
3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

Negative Balance Report

CSBA NOTE: When applicable, Education Code 42127.5 requires districts to report the reasons for a negative unrestricted fund balance or negative cash balance. "Unrestricted funds" are any funds that are not constrained by law to be spent on specific purposes and which therefore may be spent as the Board deems appropriate. Such funds may be reported in the committed fund balance, assigned fund balance, or unassigned fund balance as provided in ~~items~~Items #3-5 in the section "Fund Balance" above.

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Lease Accounting

CSBA NOTE: To increase the usefulness of government financial statements, the Governmental Accounting Standards Board has issued GASB Statement 87, which defines a lease as a "contract that conveys control of the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction," and changes the rules related to the recognition, measurement, and related disclosures of leases involving governmental entities. Examples of "nonfinancial assets" include buildings, land, vehicles, and equipment. GASB 87 provisions became effective for the reporting periods beginning after June 15, 2021.

Any lease agreement involving the district, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. District financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

Non-Voter-Approved Debt Report

CSBA NOTE: The following section addresses notices regarding the issuance of revenue bonds, certificates of participation, and other non-voter-approved debts. Pursuant to Education Code 17150 and 17150.1, the County Superintendent and county auditor may, within 15 days of receiving these notices from the district, comment publicly to the Board regarding the capability of the district to repay the debt obligation.

Pursuant to Education Code 42133, a district that has a qualified or negative certification in any fiscal year cannot issue non-voter-approved debt in that fiscal year or in the next fiscal year unless the County Superintendent determines that the ~~district's~~district's repayment of the debt is probable.

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent

or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the ~~district's~~district's ability to repay the obligation. (Education Code 17150)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the ~~Board's~~Board's approval to proceed with issuance. -The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the ~~district's~~district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

Other Postemployment Benefits Report

CSBA NOTE: The following section reflects GASB Statement 75, which contains reporting requirements pertaining to "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits for retired employees). Under GASB 75, districts that do not provide OPEB through a trust are required to report the total unfunded liability (i.e., OPEBs that are not prefunded), as calculated in the most recent actuary report, in the ~~district's~~district's financial statements. The decision of whether to prefund the benefits, and by how much, is at the ~~Board's~~Board's discretion; see BP 3100 -- Budget.

The ~~SBE's~~SBE's criteria and standards for budget adoption (5 CCR 15440-15451) require districts to estimate unfunded OPEBs as well as the unfunded portion of any self-insured benefits program. Changes to the unfunded liabilities are disclosed at interim reporting periods pursuant to 5 CCR 15453 and 15464. These reports are included in the ~~state's~~state's standardized account code structure software used to develop budget and interim reports.

CSBA's CSBA's OPEB Solutions Program provides access to qualified actuaries and consultants and a GASB 75-compliant trust to prefund future obligations. See ~~CSBA's~~CSBA's web site for further information.

The following optional section may be revised to reflect district practice and should be deleted by districts that do not provide OPEBs.

In accordance with GASB Statement 75, the ~~district's~~district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over ~~retirees'~~retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a ~~public~~public an open meeting of the Board. (Education Code 42140)

CSBA NOTE: Pursuant to GASB 75, the district must arrange for an actuary to update the valuation of its OPEB obligations every two years. However, GASB 75 includes an option for the use of a specified alternative method in lieu of an actuarial valuation for purposes of determining the total OPEB liability for benefits provided through an OPEB plan with fewer than 100 members. Such districts may modify the following paragraph to reflect district practice.

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

~~Workers'~~**Workers'** Compensation Claims Report

CSBA NOTE: The following optional section is for use by districts that are self-insured for ~~workers'~~**workers'** compensation claims, either individually or as part of a joint powers agency. See BP 3100 ~~--~~ Budget for provisions related to funding the estimated accrued cost of ~~workers'~~**workers'** compensation claims.

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of ~~workers'~~**workers'** compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

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Policy Reference Disclaimer:

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State	Description
2 CCR 1859.104	Leroy F. Greene School Facilities Program, specifically ; reporting requirements
5 CCR 15060	Standardized account code structure
5 CCR 15070	Submission of reports using standardized account code structure
5 CCR 15440-15451	Criteria and standards for school district budgets
5 CCR 15453-15464	Criteria and standards for school district interim reports
5 CCR 19810-19816.1	Audits
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 14500-14508	Financial and compliance audits
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17150-17150.1	Public disclosure of non-voter-approved debt
Ed. Code 17170-17199.5	California School Finance Authority
Ed. Code 33127	Standards and criteria for local budgets and expenditures
Ed. Code 33128	Standards and criteria; inclusions
Ed. Code 33129	Standards and criteria; use by local agencies
Ed. Code 35035	Powers and duties of the superintendent; transfer authority
Ed. Code 41010-41024	Accounting system and audits
Ed. Code 41326	Emergency apportionment

Ed. Code 41344	Repayment of apportionment significant audit exceptions
Ed. Code 41344.1	Appeals of audit findings
Ed. Code 41455	Examination of financial problems of local districts
Ed. Code 42100-42105	Requirement to prepare and file annual statement
Ed. Code 42122 <u>42120</u> -42129	Budget requirements
Ed. Code 42130-42134	Financial reports and certifications
Ed. Code 42140-42142	Public disclosure of fiscal obligations
Ed. Code 42637	County superintendent review of district's financial and budgetary conditions
Ed. Code 42652	Revocation or suspension of warrant authority
Ed. Code 48300-48316	Student attendance alternatives; school district of choice program
Ed. Code 52060-52077	Local control and accountability plan
Gov. Code 16429.1	Local agency investment fund
Gov. Code 3540.2	Meeting and negotiating in public educational employment
Gov. Code 53646	Treasurer reports and statements of investment policy
Gov. Code 7900-7914	Appropriations limit
Federal	Description
2 CFR 200.0-200.521	Federal uniform grant guidance
31 USC 7501-7507	Single audits of federal program funds
Management Resources	Description
California Department of Education Communication	New Financial Reporting Requirements for Postemployment Benefits Other than Pensions, February 26, 2007
California Department of Education Communication	Audit Resolution Process: Repayment Plans, December 8, 2000
Fiscal Crisis & Management Assistance Team Pub.	Fiscal Oversight Guide for AB 1200, AB 2756, <u>AB 1840</u> and Subsequent Related Legislation, September 2006 <u>2021</u>
<u>Fiscal Crisis & Management Assistance Team Pub.</u>	<u>Indicators of Risk or Potential Insolvency For K-12 Local Education Agencies</u>
Governmental Accounting Standards Board Statement	Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009
Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015
Governmental Accounting Standards Board Statement	Statement 34, Basic Financial Statements and Management's Discussion and Analysis - For State and Local Governments, June 1999

Governmental Accounting Standards Board Statement	Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
<u>Governmental Accounting Standards Board Statement</u> State Controller Publication	<u>Statement 87, Leases, June 2017</u> Standards and Procedures for Audits of California K-12 Local Educational Agencies (annual publication)
U.S. Gov. Accountability Office & PCIE Publication	Financial Audit Manual, revised 2008
U.S. Gov. Accountability Office & PCIE Publication	Government Auditing Standards, 2011
Website	CSBA District and County Office of Education Legal Services
Website	Governmental Accounting Standards Board
Website	California State Controller
Website	U.S. Government Accountability Office
Website	California County Superintendents Educational Services Association
Website	California Department of Education, Finance and Grants
Website	Education Audit Appeals Panel
Website	Fiscal Crisis and Management Assistance Team
Website	CSBA
Website	California Association of School Business Officials
Website	Office of Management and Budget
Website	School Services of California, Inc.

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3100	Budget
3100	Budget
3110	Transfer Of Funds

3220.1	Lottery Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3280	Sale Or Lease Of District-Owned Real Property
3280	Sale Or Lease Of District-Owned Real Property
3290	Gifts, Grants And Bequests
3300	Expenditures And Purchases
3312	Contracts
3314	Payment For Goods And Services
3314	Payment For Goods And Services
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3451	Petty Cash Funds
3452	Student Activity Funds
3470	Debt Issuance And Management
3510	Green School Operations
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3580	District Records
3580	District Records
4143	Negotiations/Consultation
4143.1	Public Notice - Personnel Negotiations
4143.1	Public Notice - Personnel Negotiations
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4243	Negotiations/Consultation
4243.1	Public Notice - Personnel Negotiations
4243.1	Public Notice - Personnel Negotiations
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4312.1	Contracts
4331	Staff Development
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5126	Awards For Achievement
5126	Awards For Achievement
6117	Year-Round Schedules
7210	Facilities Financing
7212	Mello-Roos Districts
7214	General Obligation Bonds
7214	General Obligation Bonds
9000	Role Of The Board
9130	Board Committees
9140	Board Representatives
9322	Agenda/Meeting Materials

Policy 3515: Campus Security

Status: ADOPTED

Original Adopted Date: 03/01/2007 | Last Revised Date: ~~12/01/2019~~ 2022

CSBA NOTE: The following optional policy should be modified to reflect district practice.

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the district's comprehensive safety plan and/or site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting Threats

CSBA NOTE: Education Code 49393, as added by SB 906 (Ch. 144, Statutes of 2022), requires the reporting of potential homicidal acts related to school or a school activity, as described below.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

Surveillance Systems

CSBA NOTE: The following optional section is for use by districts that have authorized the use of surveillance systems. Generally, the use of cameras (i.e., a "search" within the meaning of the Fourth Amendment) must be reasonable and the cameras must not be used in areas where there is a "reasonable expectation of privacy" (*New Jersey v. T.L.O.*). To protect reasonable expectations of privacy, cameras should not be located in areas such as bathrooms, locker rooms, or private offices. In addition, Education Code 51512 prohibits the use of a recording device in a classroom without the prior consent of the teacher and principal. Examples of locations where cameras may generally be used include hallways, stairwells, parking lots, and cafeterias. For language about the use of cameras on school buses, see AR 5131.1 - Bus Conduct.

Penal Code 632 prohibits the recording of conversations unless the parties to the conversation may reasonably expect that the communication may be overheard or recorded. Thus, if the district's equipment has audio capability, it should be disabled so that sounds are not recorded.

In consultation with the district's [school site council](#), safety planning committee, other relevant stakeholders, and staff, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

CSBA NOTE: According to the National Institute of Justice publication [“The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies;”](#) signage is an important component of a successful surveillance system and can serve as a deterrent. The Institute recommends that the signs state that the system may or may not be actively monitored. Such language is intended to deter potential perpetrators while also not building an expectation among potential victims that a person is watching events live and will be able to provide immediate assistance.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

CSBA NOTE: Pursuant to 20 USC 1232(g) (Family Educational Rights and Privacy Act), 34 CFR 99.3, and Education Code 49061, any recording or image that is directly related to a student and is maintained by the district or a person acting for the district is considered a "student record" and thus is subject to those laws regarding access, disclosure, and retention. See BP/AR 5125 - Student Records. Also see the [“U.S. Department of Education's FAQs on Photos and Videos under FERPA;”](#) located on its web site.

In addition, a recording or image of a staff member that may be used in a personnel action is subject to the laws regarding personnel records, including an employee's right to comment on derogatory information placed in a personnel file. See AR 4112.6/4212.6/4312.6 - Personnel Files.

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

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State	Description
24 CCR 1010.1.112	Door operations
24 CCR 1010.1.92.8.2	Lockable doors from the inside
CA Constitution Article 1, Section 28	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act

Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 35266	Reporting of cyber attacks
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Ed. Code 49390-49395	Homicide threats
Gov. Code 11549.3	Independent security assessment
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	School Weapons on school grounds and other school crimes
Federal	Description
6 USC 665k	Federal Clearinghouse on School Safety Evidence-Based Practices
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
US DOE Publication	FAQs on Photos and Videos under FERPA
Management Resources	Description
Attorney General Opinion	75 Ops.Cal.Atty.Gen. 155 (1992)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 257 (2000)
Court Decision	Brannum v. Overton County School Board (2008) 516 F. 3d 489
Court Decision	New Jersey v. T.L.O. (1985) 469 U.S. 325
CSBA California Department of Education Publication	Safe Schools: A Planning Guide for Action Workbook , 2002
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005 2005 1999
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	U.S. Department of Homeland Security, Fusion Centers (https://www.dhs.gov/fusion-centers)
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools

Website	California Military Department (https://calguard.ca.gov/)
Website	California State Threat Assessment System (https://calstas.org/)
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3000	Concepts And Roles
3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats
3530	Risk Management/Insurance
3530	Risk Management/Insurance
4112.6	Personnel Files
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4212.6	Personnel Files
4219.1	Civil And Legal Rights

4231	Staff Development
4258	Employee Security
4258	Employee Security
<u>4312.6</u>	<u>Personnel Files</u>
4319.1	Civil And Legal Rights
4331	Staff Development
4358	Employee Security
4358	Employee Security
5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior

6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6184	Continuation Education
6184	Continuation Education
7111	Evaluating Existing Buildings
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

Regulation 3515: Campus Security**Status: ADOPTED**Original Adopted Date: 06/01/1996 | Last Revised Date: ~~10/01/2019~~ 2022

CSBA NOTE: The following optional administrative regulation may be used as a component of a comprehensive safety plan (~~see BP/AR 0450 - Comprehensive Safety Plan~~) and should be modified to reflect district practice. [See BP/AR 0450 – Comprehensive Safety Plan](#)

[Additionally, 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 \(P.L. 117-159\), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.](#)

The Superintendent or designee shall develop a campus security plan which contributes to a positive school climate, fosters social and emotional learning and student well-being, and includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

~~1.~~

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic.

~~2.~~ 2. Secure buildings and interior spaces from outsiders and discourage trespassing

These strategies may include installing locks, requiring visitor registration, providing staff and student identification tags, and patrolling places used for congregating and loitering.

[CSBA NOTE: Government Code 11549.3, as amended by AB 1352 \(Ch. 593, Statutes of 2021\), authorizes districts, at district expense, to request the Military Department, in consultation with the California Cybersecurity Integration Center, to perform an independent security assessment of the district or individual district school. Districts are encouraged to consult with the California Office of Emergency Services \(OES\) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.](#)

[Pursuant to Education Code 35266, as added by AB 2355 \(Ch. 498, Statutes of 2022\), districts that experience a cyberattack, as defined, which impacts more than 500 students or personnel, are required to report such cyberattack to the California Cybersecurity Integration Center.](#)

3. Secure the district's network infrastructure and web applications from cyberattacks

[These strategies may include performing an independent security assessment of the district's network infrastructure and selected web applications.](#)

~~3.~~ 4. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti and implement campus beautification.

4. 5. Control access to keys and other school inventory

6. Detect and intervene with school crime

These strategies may include creating a school watch program, increasing adult presence and supervision, establishing an anonymous crime reporting system, monitoring suspicious and/or threatening digital media content, analyzing school crime incidents, and collaborating with local law enforcement agencies, including providing for law enforcement presence.

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, all staff shall be made aware of their responsibilities regarding the immediate reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

All staff shall receive training in building and grounds security procedures and emergency response.

Locks

All state-funded new construction and modernization projects shall include locks that allow doors to classrooms and any room with an occupancy of five or more persons to be locked from the inside. Student restrooms and doors that lock from the outside at all times are not required to have locks that can be locked from the inside. (Education Code 17075.50, 17583; 24 CCR 1010.1-92, 1010.1-112.8.2)

Keys

CSBA NOTE: The following optional section should be modified to reflect district practice.

~~All~~The principal or designee shall be responsible for all keys used in a school ~~shall be the responsibility of the principal or designee.~~ Keys shall be issued only to authorized employees who regularly need a key in order to carry out their job responsibilities.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall never be loaned to students, parents/guardians, or volunteers, nor shall the master key ever be loaned.

CSBA NOTE: Pursuant to Penal Code 469, a person who knowingly possesses, makes, duplicates, uses, or attempts to use, make, or duplicate a key without authorization may be guilty of a misdemeanor.

Any person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee and shall pay for a replacement key.

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State	Description
24 CCR 1010.1.11	Lockable doors from the inside
24 CCR 1010.1.9	Door operations
CA Constitution Article 1, Section 28(c)	Right to Safe Schools
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17583	Classroom security locks; modernization projects
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32211	Threatened disruption or interference with classes
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35160	Authority of governing boards
Ed. Code 35160.1	Broad authority of school districts
Ed. Code 38000-38005	Security departments
Ed. Code 49050-49051	Searches by school employees
Ed. Code 49060-49079	Student records
Pen. Code 469	Unauthorized making, duplicating or possession of key to public building
Pen. Code 626-626.11	School crimes
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.3	Definition of education records
Management Resources	Description
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CSBA Publication	Safe Schools: A Planning Guide for Action, 2002
National Institute of Justice Publication	The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005
US DOE Publication	FAQs on Photos and Videos under FERPA
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Protecting Student Privacy
Website	National Institute of Justice
Website	National School Safety Center
Website	California Department of Education, Safe Schools
Website	CSBA

Cross References

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1330.1	Joint Use Agreements
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3440	Inventories
3515.2	Disruptions
3515.2	Disruptions
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3515.5	Sex Offender Notification
3515.5	Sex Offender Notification
3515.7	Firearms On School Grounds
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.2	Bomb Threats

3530	Risk Management/Insurance
3530	Risk Management/Insurance
4119.1	Civil And Legal Rights
4131	Staff Development
4158	Employee Security
4158	Employee Security
4219.1	Civil And Legal Rights
4231	Staff Development
4258	Employee Security
4258	Employee Security
4319.1	Civil And Legal Rights
4331	Staff Development
4358	Employee Security
4358	Employee Security
5112.5	Open/Closed Campus
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5125.1	Release Of Directory Information
5125.1	Release Of Directory Information
5125.1-E (1)	Release Of Directory Information
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.5	Vandalism And Graffiti
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5142	Safety

5142	Safety
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.9	Hate-Motivated Behavior
6142.4	Service Learning/Community Service Classes
6164.2	Guidance/Counseling Services
6184	Continuation Education
6184	Continuation Education
7111	Evaluating Existing Buildings
9321	Closed Session
9321-E (1)	Closed Session
9321-E (2)	Closed Session

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Regulation 3516.2: Bomb Threats**Status:** ADOPTED

Original Adopted Date: 09/01/1991 | **Last Revised Date:** ~~07/12/01/2010~~2022 | **Last Reviewed Date:**
~~07/12/01/2010~~2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

To maintain a safe and secure environment for district students and staff, the Superintendent or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email. managing bomb threats. Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Receiving Threats

CSBA NOTE: The U.S. Department of Homeland Security's (DHS) web site provides a "Bomb Threat Checklist," that a person who is receiving can assist in preparing and reacting appropriately to a bomb threat could use to gather information about the threat.

Any staff member receiving a telephoned bomb threat by telephone shall try to keep the caller on the line for as long as possible in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices. The staff member should not hang up, even if the caller does, and copy the number and/or letters on the telephone's display, if available.

If the bomb threat is received through ~~the regular~~ mail system or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email or text messaging, or social media, the staff member should not delete the message.

Response Procedure

CSBA NOTE: The following optional section includes recommendations from DHS', "Bomb Threat Guidance," and may be deleted if such a procedure is already provided in the district's emergency and disaster preparedness plan; see BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or

perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

The following procedure shall be followed ~~when~~when a bomb threat is received:

1. Any employee or other school official who receives a bomb threat shall immediately call 911 and report the threat or perceived threat to law enforcement. The employee shall also report the threat to the Superintendent or designee.

If the threat is in writing, the employee shall rewrite the threat exactly as is on another sheet of paper, including the date, time and location the document was found, any conditions surrounding the discovery or delivery of the document, and the full names of any other employees who saw the threat. The employee shall secure the document and not alter it in any way. If the document is small and/or removable, the employee shall place it in a bag or envelope.

- 1- ~~If the threat is electronic, the employee shall leave the message in an envelope and take open, and print, photograph, or copy the message and subject line, and note of where the date and by whom it was found.~~
time of the message.
2. Any student or employee who sees a suspicious package ~~shall promptly~~ should not touch, tamper with, or move the item, and shall immediately notify law enforcement and the Superintendent or designee.
3. The Superintendent or designee shall immediately ~~use fire drill signals~~contact law enforcement if not yet done, assess the situation, ensure the area is secured, and initiate standard evacuation procedures as specified in the emergency plan.
4. The Superintendent or designee shall turn off any two-way radio equipment which is located in a threatened building.

Law enforcement and/or fire department staff shall conduct the bomb search. No school staff, students, parents/guardians, or others on campus shall search for or handle any explosive or incendiary device.

No one shall reenter the threatened building(s) until the Superintendent or designee declares that reentry is safe based on law enforcement and/or fire department clearance.

To the extent possible, the Superintendent or designee shall maintain communications with staff, parents/guardians, the Governing Board, other governmental agencies, and the media during the period of the incident.

Following the incident, the Superintendent or designee shall provide crisis counseling for students and/or staff as needed.

Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

Staff Training

The Superintendent or designee shall provide training regarding the assessment and reporting of potential threats and procedures for managing bomb threats to district and site administrators, safety personnel, teachers, and other staff members, as appropriate.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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State

Ed. Code 44810

Description

Willful interference with classroom conduct

Ed. Code 48900

Grounds for suspension or expulsion

Ed. Code 49390-49395

Homicide Threats

Ed. Code 51202

Instruction in personal and public health and safety

Pen. Code 148.1

False report of explosive or facsimile bomb

Pen. Code 17

Felony; misdemeanor; classification of offenses

Pen. Code 245

Assault with deadly weapon

Federal

Description

6 USC 665k

Federal Clearinghouse on School Safety Evidence-Based Practices

Management Resources

Description

U.S. Dept. of Homeland Security
Publication

Bomb Threat Checklist

U.S. Dept. of Homeland Security
Publication

Bomb Threat Guidance

Website

CSBA District and County Office of Education Legal Services

Website

California Department of Education, Safe Schools

Website

California State Threat Assessment System
(<https://calstas.org/>)

Website

U.S. Department of Homeland Security

Website

CSBA

Cross References

Code

Description

0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1112	Media Relations
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3516.1	Fire Drills and Fires
3516.5	Emergency Schedules
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4131	Staff Development
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4231	Staff Development
4331	Staff Development
5131	Conduct
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
6164.2	Guidance/Counseling Services

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Policy 3540: Transportation**Status:** ADOPTED

Original Adopted Date: 06/01/1992 | **Last Revised Date:** 05~~12~~/01/2019~~2022~~ | **Last Reviewed Date:** 05~~12~~/01/2019~~2022~~

CSBA NOTE: Pursuant to Education Code 39800, the Governing Board may provide transportation for students to and from school whenever such transportation is advisable and good reasons exist to provide these services. The following optional policy is for use by districts that choose to provide transportation services through their own transportation system, contracting out, or other methods, and should be revised to reflect district practice.

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

CSBA NOTE: AB 181 (Ch. 52, Statutes of 2022) provides funding for zero-emission school buses and related infrastructure, such as charging or fueling stations, equipment, site design, and construction, with priority for such funding given to districts serving a high percentage of unduplicated students, districts operating the oldest internal combustion buses, small and rural districts, and those purchasing zero-emission buses with bidirectional charging. More information will become available through the State Air Resources Board and the Energy Commission.

A district is authorized to provide transportation services in an economical and efficient way, as long as the arrangement complies with law. For example, Education Code 39800.1, as added by AB 181, permits partnering with a municipally-owned transit system, in order to provide transportation services to middle and high school students.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

CSBA NOTE: The following section may be revised to reflect district practice. Education Code 39800.1, as added by AB 181, requires, as a condition of apportionment, a district to adopt a transportation plan in consultation with classified staff, teachers, school administrators, and other stakeholders by April 1, 2023, and to update the plan annually, by April 1. The plan is required to include descriptions of the transportation services to be provided to certain student groups as specified below.

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

1. The transportation services offered to students
2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost

Transportation Contracts

CSBA NOTE: The following paragraph may be revised to reflect district practice. Pursuant to Education Code 39800 and 39802, the district may use one or more means to provide transportation, as indicated below. For example, the district may use school buses for its regular home-to-school program and contract with private parties to provide transportation for field trips.

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

Expenses and Fees

CSBA NOTE: The following paragraph is optional. If a district that has been providing transportation decides instead to have alternative transportation provided through an outside

company or volunteers, this action may constitute "contracting out" and be subject to negotiation pursuant to the Educational Employment Relations Act (Government Code 3540-3549.3).

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

CSBA NOTE: The following optional paragraph is for use by districts that choose to require parents/guardians of transported students to pay a portion of the cost of transportation as authorized by Education Code 39807.5. Pursuant to Education Code 39807.5, as amended by AB 181, the district must waive the fee for ~~students~~ a student with ~~financial need~~ a disability and ~~students with disabilities whose individualized education program~~ an unduplicated student, as defined in Education Code 42238.02, which includes ~~transportation as a related service necessary~~ a student who is eligible for the student to receive a free appropriate public education, or reduced-price meals, who is an English learner, or who is a foster youth. See BP/AR 3250 - Transportation Fees.

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

CSBA NOTE: The following optional paragraph is for use by districts that maintain their own transportation system and may be revised to reflect district practice. Pursuant to Penal Code 637.7, the district is authorized, as the registered owner of the school bus, to use electronic tracking systems to determine the location or movement of the vehicle. It is recommended that school bus drivers be notified when a bus is so equipped.

In addition to using a global positioning system (GPS) to locate a bus in an emergency or to track delays, the district may choose to authorize parents/guardians to access the location data so that they may determine when their child has been picked up or dropped off at a bus stop.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

CSBA NOTE: The following optional paragraph is for use by districts that maintain their own transportation system.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

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Policy Reference Disclaimer:

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State	Description
13 CCR 2025	Retrofitting of diesel school buses
5 CCR 14100-14103	Use of school buses and school pupil activity buses
5 CCR 15240-15343	Allowances for student transportation
5 CCR 15253-15272	District records related to transportation
Ed. Code 35330	Field trips and excursions; student fees
Ed. Code 35350	Authority to transport pupils
Ed. Code 39800	Powers of governing board to provide transportation to and from school
Ed. Code 39800-39860	Transportation
Ed. Code 39801	Contract with County Superintendent of Schools to provide transportation
Ed. Code 39802-39803	Bids and contracts for transportation services
Ed. Code 39806	Payments to parents in lieu of transportation
Ed. Code 39807	Food and lodging payments in lieu of transportation
Ed. Code 39807.5	Payment of transportation costs by parents
Ed. Code 39808	Transportation for private school students
<u>Ed. Code 42238.02</u>	<u>Local Control Funding Formula</u>
Ed. Code 41850-41854	Allowances for transportation
Ed. Code 41860-41862	Supplemental allowances for transportation
Ed. Code 45125.1	Criminal records summary; employees of contracting entity
Ed. Code 52311	Regional occupational centers; transportation
Gov. Code 3540-3549.3	Educational Employment Relations Act
Pen. Code 637.7	Electronic tracking devices
Veh. Code 2807	School bus inspection

Management Resources**Description**

Court Decision	Arcadia Unified School District et. al. v. State Department of Education; (1992) 2 Cal. 4th 251 (1992)
Website	CSBA District and County Office of Education Legal Services
Website	California Air Resources Board
Website	California Energy Commission
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
3000	Concepts And Roles
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3311	Bids
3311	Bids
3312	Contracts
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment
3514	Environmental Safety
3514	Environmental Safety
3515.6	Criminal Background Checks For Contractors
3516	Emergencies And Disaster Preparedness Plan
3516	Emergencies And Disaster Preparedness Plan
3541	Transportation Routes And Services
3541.1	Transportation For School-Related Trips

3541.1-E(1)	Transportation For School-Related Trips
3541.1-E(2)	Transportation For School-Related Trips
3541.2	Transportation For Students With Disabilities
3542	School Bus Drivers
3543	Transportation Safety And Emergencies
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4231	Staff Development
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5131.1	Bus Conduct
5131.1	Bus Conduct
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6142.4	Service Learning/Community Service Classes
6173.1	Education For Foster Youth

- 6173.1 Education For Foster Youth
- 6178.2 Regional Occupational Center/Program
- 6181 Alternative Schools/Programs Of Choice
- 6181 Alternative Schools/Programs Of Choice

Policy 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: ~~11/12/01/2011~~ 2022 | Last Reviewed Date: ~~11/12/01/2011~~ 2022

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, when using district provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual. While the law is specific to district staff, the concept also applies to students and anyone else in the school community.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on district property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

CSBA NOTE: Pursuant to 20 USC 7961, any district receiving federal funds under the Elementary and Secondary Education Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Education Code 48900(c) and (d) and Penal Code 245, 626.9, and 626.10. In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. For more information see AR 5144.1 - Suspension and Expulsion/Due Process.

The principal or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

CSBA NOTE: Education Code 48915 and 20 USC 7961 require the mandatory expulsion of a student who has possessed a firearm, brandished a knife, or committed any other acts listed in Education Code 48915(c). See AR 5144.1 - Suspension and Expulsion/Due Process for grounds for suspension and expulsion and expulsion procedures.

Unless he/she a student has obtained prior written permission as specified below, a student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations.

CSBA NOTE: Pursuant to 20 USC 7961, any district receiving federal funds under the Elementary and Secondary Education Act is mandated to have a policy requiring that any student who brings a firearm to school be referred to the criminal justice or juvenile delinquency system. This mandate reinforces Education Code 48902, which requires the principal or designee to notify law enforcement authorities of violations of Penal Code 245, 626.9, and 626.10 and Education Code 48900(c) and (d). In addition, Education Code 48902 requires the principal or designee to notify law enforcement authorities when a student possesses a firearm or explosive or sells or furnishes a firearm at school. See AR 5144.1 - Suspension and Expulsion/Due Process for comparable compliance statements.

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Advance Permission for Possession of a Weapon for Educational Purposes

CSBA NOTE: 20 USC 7961 allows possession of a firearm on school grounds for educational purposes when (1) the firearm is lawfully stored in a locked vehicle and/or (2) the principal authorizes possession for approved activities and the district has adopted appropriate safeguards to ensure student safety. Federal law is Penal Code 626.10, consistent with Penal Code 626.10 which 20 USC 7961, authorizes students to possess certain weapons with written permission of the principal certificated or classified staff when necessary for a school-sponsored activity or class.

The following optional section is for use by districts that wish to allow such possession of firearms and other weapons and should be modified to reflect specific safeguards and timelines adopted by the district.

The parent/guardian of a student who desires to possess a firearm, imitation firearm, or other prohibited weapon on school grounds for an educational purpose shall submit a written request to the principal, at least five school days in advance of the planned possession; ~~submit a written request to the principal~~ which explains the planned use of the weapon and the duration; ~~The student shall also submit,~~ together with a written explanation from the staff person responsible for the school-sponsored activity or class.

The principal may grant permission for such possession when he/she determines that it is determined that possession of a firearm, imitation firearm, or other prohibited weapon on school grounds is necessary for a school-sponsored activity or class or as part of the educational program. Factors that shall be considered include, but are not limited to, the planned use of the weapon, the duration and location of the planned use, whether an audience is expected, and any perceived adverse effects to the safety and well-being of students or staff. If the principal grants such permission, he/she shall provide the student and staff person shall be provided with a written explanation regarding any limitations and the permissible duration of the student's possession.

When the principal or designee grants permission, he/she shall take all necessary precautions shall be taken to ensure the safety of all persons on school grounds and the safe keeping of the weapon,

including, but not limited to, inspecting a firearm to verify that no live ammunition is present. Any permitted weapon ~~allowed~~ shall be stored in a locked vehicle or in an appropriate, locked container before and after its authorized use.

Any student granted permission to possess a weapon may be suspended and/or expelled if he/she ~~possesses or uses~~ the weapon is possessed or used inappropriately.

Possession of Pepper Spray

CSBA NOTE: Penal Code 22815 allows minors age 16 or older to purchase and possess tear gas or tear gas weapons for purposes of self-defense if they are accompanied by a parent/guardian or have the written consent of their parent/guardian. Option 1 below, is for use by districts that allow students to bring such defensive items to school; and reflects the fact that a student can be disciplined under Education Code 48900 or 48915 if such an item is used for a purpose other than self-defense. Option 2 is for use by districts that prohibit students from bringing such items to school.

~~OPTION 1: Students~~ **OPTION 1:** ~~(Districts that allow students to bring tear gas or tear gas weapons)~~

~~When accompanied by a parent/guardian or with the written consent of a parent/guardian, students age 16 or older may legally possess tear gas or tear gas weapons such as pepper spray for the purpose of self-defense. However, such students shall be subject to suspension and/or expulsion if they use such items are used inappropriately or for any purpose other than self-defense.~~

OPTION 2: ~~(Districts that prohibit students from bringing tear gas or tear gas weapons)~~

To prevent potential misuse that may harm students or staff, students are prohibited from carrying tear gas or tear gas weapons such as pepper spray on campus or at school activities.

Reporting of Dangerous Objects

CSBA NOTE: Education Code 49335 requires the California Department of Education (CDE) to develop a system, for use by districts, to shield the identity of and provide protection to students who report the presence of "injurious objects" on school grounds. CSBA NOTE: The following section should be modified to reflect district practice. Pursuant to Education Code 49330, an "injurious object" is an object capable of inflicting substantial bodily damage not necessary for the academic purpose of the student and those objects listed in specified sections of the Penal Code; see the accompanying administrative regulation. These weapons include, but are not limited to, firearms, knives, metal knuckles, and explosives.

~~The system developed by the CDE pursuant to Education Code 49335 was a directive for districts to ensure that district policy has been adopted which implements the student reporting protections. The following section should be modified to reflect district practice.~~

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee ~~also~~ shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

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State	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Notification <u>Mandatory notification</u> of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
<u>Ed. Code 48980</u>	<u>Parent/Guardian notifications</u>
Ed. Code 49330-49335	Injurious objects
<u>Ed. Code 49390-49395</u>	<u>Homicide threats</u>
Pen. Code 16100- 17350 <u>17360</u>	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)
Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 653k	Switchblade knife
Federal	Description
<u>6 USC 665k</u>	<u>Federal Clearinghouse on School Safety Evidence-Based Practices</u>
20 USC 6301- 7941 <u>8961</u>	No Child Left Behind Act <u>Strengthening and Improvement of Elementary and Secondary Schools</u>
20 USC 7961	Gun-Free Schools Act
Management Resources	Description
California Department of Education Communications	0401.01 Protecting Student Identification in Reporting Injurious Objects
CSBA Publication	Safe Schools: Strategies for Governing Boards to Ensure Student Success, Third Edition, October 2011
U.S. Department of Education Publication	Guidance Concerning State and Local Responsibilities Under the Gun-Free Schools Act, January 2004 <u>2018</u>
Website	CSBA District and County Office of Education Legal Services
Website	National Alliance for Safe Schools
Website	National School Safety Center

<u>Website</u>	<u>U.S. Department of Education, Safe Schools</u> (https://www2.ed.gov/about/offices/list/osers/osep/gtss.html)
<u>Website</u>	<u>U.S. Department of Homeland Security, Fusion Centers</u> (https://www.dhs.gov/fusion-centers)
Website	California Department of Education, Safe Schools
<u>Website</u>	<u>California State Threat Assessment System</u> (https://calstas.org/)
Website	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1313	Civility
3515	Campus Security
3515	Campus Security
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.7	Firearms On School Grounds
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5125	Student Records
5125	Student Records
5131	Conduct
5131.41	Use Of Seclusion And Restraint
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation

5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
6184	Continuation Education
6184	Continuation Education

Regulation 5131.7: Weapons And Dangerous Instruments

Status: ADOPTED

Original Adopted Date: 07/01/2001 | Last Revised Date: ~~11/12/01/2011~~ 2022 | Last Reviewed Date: ~~11/12/01/2011~~ 2022

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-~~17350~~ 17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
2. Ammunition or reloaded ammunition
3. Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than ~~2~~ 3-1/2 inches, folding knives with a blade that locks into place, switchblade knives, and razors with an unguarded blade
4. Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun
6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code ~~12020~~ 16000-34370, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
7. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm

CSBA NOTE: The remainder of this administrative regulation is optional and provides a process for an employee to use when taking possession of a weapon or dangerous instrument from a student. Pursuant to Education Code 49334, a school employee who initially ~~contacts~~ notifies a law enforcement agency about any person possessing an unauthorized weapon or dangerous instrument on campus ~~cannot~~ may not be subject to any civil or administrative proceeding, including any disciplinary action, for doing so, notwithstanding any district policy or regulation to the contrary. The employee must follow any other requirements of district policy or regulation upon notifying the law enforcement agency. See BP 4158/4258/4358 - Employee Security for language regarding employee reports of adults possessing injurious objects.

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use his/her the employee's own judgment as to the dangerousness of the situation and, based upon this analysis, shall take one of the following actions:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action

CSBA NOTE: Education Code 49390 and 49393, as added by SB 906 (Ch. 144, Statutes of 2022), require certificated and classified employees of the district, or other school officials such as Governing Board members, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle school or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, to immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393, and as reflected in the accompanying board policy.

3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The principal shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
Ed. Code 35291	Governing board to prescribe rules for discipline of the schools
Ed. Code 48902	Notification of law enforcement authorities
Ed. Code 48915	Required recommendation for expulsions
Ed. Code 48916	Readmission
Ed. Code 49330-49335	Injurious objects
Pen. Code 16100-17350	Definitions
Pen. Code 22810-23025	Tear gas weapon (pepper spray)

Pen. Code 245	Assault with deadly weapon
Pen. Code 25200-25225	Firearms; access to children
Pen. Code 30310	Prohibition against ammunition on school grounds
Pen. Code 417.4	Imitation firearm; drawing or exhibiting
Pen. Code 626.10	Dirks, daggers, knives, razor or stun gun; bringing or possessing in school
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 653k	Switchblade knife

Federal

20 USC 6301-7941

20 USC 7961

Management ResourcesCalifornia Department of Education
Communications

CSBA Publication

U.S. Department of Education
Publication

Website

Website

Website

Website

Website

Website

Description

No Child Left Behind Act

Gun-Free Schools Act

Description0401.01 Protecting Student Identification in Reporting
Injurious ObjectsSafe Schools: Strategies for Governing Boards to Ensure
Student Success, Third Edition, October 2011Guidance Concerning State and Local Responsibilities Under
the Gun-Free Schools Act, January 2004

CSBA District and County Office of Education Legal Services

National Alliance for Safe Schools

National School Safety Center

U.S. Department of Education, Office of Safe and Drug Free
Schools

California Department of Education, Safe Schools

CSBA

Cross References**Code**

0450

0450

1313

3515

3515

3515.3

3515.3

3515.31

3515.7

3516.2

PGUSD

Description

Comprehensive Safety Plan

Comprehensive Safety Plan

Civility

Campus Security

Campus Security

District Police/Security Department

District Police/Security Department

School Resource Officers

Firearms On School Grounds

Bomb Threats

4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment
5125	Student Records
5125	Student Records
5131	Conduct
5131.41	Use Of Seclusion And Restraint
5136	Gangs
5136	Gangs
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5144	Discipline
5144	Discipline
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.12	Search And Seizure
5145.12	Search And Seizure
6184	Continuation Education
6184	Continuation Education

Regulation 5141.3: Health Examinations

Status: ADOPTED

Original Adopted Date: 06/01/1996 | Last Revised Date: 12/01/2014~~2022~~ | Last Reviewed Date: 12/01/2014~~2022~~

Cautionary Notice: [Government Code 17581.5](#) relieves districts from the obligation to perform specified mandated activities, including scoliosis screening, when the Budget Act does not provide reimbursement during that fiscal year. As a result, districts should determine whether the Budget Act for the current fiscal year allows for the suspension of these requirements, and if so, suspend certain provisions of the following administrative regulation related to scoliosis screening. For more information, the district should consult CSBA's District and County Offices of Education Legal Services or district legal counsel.

CSBA NOTE: Cautionary Notice: Government 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 fiscal year. As a result, certain provisions of the following administrative regulation related to scoliosis screening may be suspended.

CSBA NOTE: 20 USC 1232h, the Protection of Pupil Rights Amendment, mandates that any district receiving funds from a program administered by the U.S. Department of Education adopt a policy regarding physical examinations and screenings that the district may administer; see BP/AR 5022 - Student and Family Privacy Rights for language implementing this mandate. 20 USC 1232h also requires districts to notify parents/guardians, at the beginning of the school year, of the dates during the school year when physical exams or screenings are scheduled and of the process to opt their children out of participation.

The principal at each school shall notify parents/guardians of the rights of students and parents/guardians related to health examinations. (Education Code 48980; 20 USC 1232h)

A parent/guardian may annually file with the principal a written statement withholding consent to the **child's** physical examination of his/her child. Any such student shall be exempt from any physical examination but shall be subject to exclusion from attendance when contagious or infectious disease is reasonably suspected. (Education Code 49451; 20 USC 1232h)

Vision Tests

CSBA NOTE: The following section is for use by districts that maintain any of grades K-8.

Education Code 49455 requires vision appraisals every three years through grade 8. SB 1172 (Ch. 925, Statutes of 2014) amended Education Code 49455 to specify the grade levels at which such vision tests must be conducted.

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in a district elementary school and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in the district in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

CSBA NOTE: SB 1172 (Ch. 925, Statutes of 2014) amended Education Code 49455 to require that vision appraisals include near-vision screening.

Education Code 49455 also requires male students to be tested for color vision in grade 1 or later. It may be most efficient to conduct the color vision screening during the regularly scheduled testing in grade 2, 5, or 8.

The vision appraisal shall include tests for visual acuity, including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity and, in male students, color vision.
2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the Superintendent of Public Instruction. The report shall not include a referral to any private practitioner. However, the student may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

Eye Examinations for the Purpose of Eyeglasses

CSBA NOTE: Education Code 49455.5, as added by AB 2329 (Ch. 911, Statutes of 2022), authorizes districts to enter into a memorandum of understanding with a nonprofit eye examination provider to provide eye examinations and eyeglasses to students at district schools. Such examinations may only be provided for the purpose of providing eyeglasses and not take the place of the general vision appraisals described above. Schools that allow these examinations on their school site must notify parents/guardians of the eye examinations and provide a form to opt out of the examination. Pursuant to Education Code 49455.5, as added by AB 2329, the California Department of Education (CDE) is required to, by March 1, 2023, develop and post on its web site a model opt out form for such purpose.

In addition to the vision appraisals described above, the district may enter into a memorandum of understanding with a nonprofit eye examination provider, including a mobile provider, to provide noninvasive eye examinations at a district school exclusively for the purpose of providing eyeglasses. (Education Code 49455.5)

Prior to any eye examination, the school shall notify parents/guardians of the upcoming eye examination and include a form that allows them to opt their child out of the examination. Parents/guardians who have submitted a general opt-out written statement in accordance with Education Code 49451 are deemed to have opted out. (Education Code 49455.5)

Parents/guardians whose child receives an eye examination shall be provided a report by the provider in accordance with Education Code 49456. (Education Code 49455.5)

CSBA NOTE: Procedures for conducting school hearing tests are contained in 17 CCR 2951 and the California Department of Health Care Services (DHCS) Manual for the School Audiometrist.

The Superintendent or designee shall provide for the administration of hearing tests to district students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454 and in accordance with the procedures specified in 17 CCR 2951.

CSBA NOTE: Items #1-5 below may be revised to reflect district practice and the grade levels offered by the district.

Pursuant to 17 CCR 2951, the district may annually request that DHCS waive the requirement for the hearing screening test for grade 10 and/or 11. The waiver request must include the dates of the school year for which the waiver is requested and an alternative testing plan that ensures each student at risk of hearing loss (i.e., students who are exposed to loud noises, including loud music; ~~are referred for testing by a parent/guardian or teacher;~~ have a previously documented problem; have not had a hearing test for three years; or are enrolled for the first time in the district,) is referred for testing by a parent/guardian or teacher.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the individualized education program team's evaluation of the student. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The Superintendent or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the Department of Health Services, with copies to the Superintendent and the County Superintendent of Schools. (17 CCR 2951)

Scoliosis Screening

CSBA NOTE: The following optional section is for use by districts that maintain grades 7-8.

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

Type 1 Diabetes Information

CSBA NOTE: The following section is for use by districts that serve elementary school students.

Education Code 49452.6, as added by SB 97 (Ch. 674, Statutes of 2021), requires districts, beginning January 1, 2023, to make type 1 diabetes informational materials developed by CDE available to parents/guardians, as described below. Pursuant to Education Code 49452.6, as added by SB 97, CDE is required to develop and post the informational materials on its web site, for use by districts.

The Superintendent or designee shall provide parents/guardians of children enrolled in elementary school for the first time, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by the California Department of Education (CDE) regarding type 1 diabetes as specified in Education Code 49452.6.

Type 2 Diabetes Information

CSBA NOTE: The following optional section is for use by districts that offer grade 7 but may be used by districts that wish to increase diabetes awareness among parents/guardians and students at other grade levels. Pursuant to Education Code 49452.7, the California Department of Education CDE has developed an information sheet for use by districts and has posted the sheet on its web site.

Because type 2 diabetes in children is a preventable and treatable disease, parents/guardians are encouraged to have their child screened by an authorized health care practitioner for risk factors of the disease, including excess weight, and to request tests of their ~~child's~~ child's blood glucose to determine if ~~he/she~~ the child has type 2 diabetes or pre-diabetes.

The Superintendent or designee shall provide parents/guardians of incoming students in grade 7, or with the annual notifications pursuant to Education Code 48980, an information sheet developed by ~~the~~ CDE regarding type 2 diabetes, which includes: (Education Code 49452.7)

1. A description of the disease and its risk factors and warning signs
2. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes be screened for the disease
3. A description of the different types of diabetes screening tests available
4. A description of treatments and prevention methods

The information sheet may be provided with the annual parental notifications required pursuant to Education Code 48980. (Education Code 49452.7)

CSBA NOTE: The following optional paragraph reflects legislative intent expressed in Education Code 49452.7.

The Superintendent or designee may provide information to parents/guardians regarding public or private sources from which they may receive diabetes screening and education services for free or at reduced costs.

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State	Description
17 CCR 2950-2951	Hearing tests
5 CCR 3027	Hearing and vision screening for special education
5 CCR 3028	Audiological screening
5 CCR 590-596	Vision screening
Ed. Code 44871-44879	Employment qualifications
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49400-49414.5	Student health; general powers of school boards
Ed. Code 49422	Supervision of health and physical development
Ed. Code 49450-49458	Physical examinations (of students)
Ed. Code 49460-49466	Development of standardized health assessments
<u>Gov. Code 17581.5</u>	<u>Specific costs mandated by the state</u>
H&S Code 120325-120380	Immunization against communicable diseases
H&S Code 121475-121520	Tuberculosis tests for students
H&S Code 124025-124110	Child Health and Disability Prevention Program
H&S Code 1685-1686	Audiometrists
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1232h	Privacy rights
Management Resources	Description
CA Department of Health Care Services Publication	Manual for the School Audiometrist
California Department of Education Publication	Standards for Scoliosis Screening in California Public Schools, 2007
California Department of Education Publication	A Guide for Vision Testing in California Public Schools, 2005
CSBA Publication	Expanding Access to School Health Services: Policy Considerations for Governing Boards, November 2008
CSBA Publication	Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, November 2008

U.S. Department of Education
Publication

Joint Guidance on the Application of FERPA and HIPAA to
Student Health Records, November 2008

Website

CSBA District and County Office of Education Legal Services

Website

California Department of Education, Type 2 Diabetes
Information

Website

California Department of Education, Health Services and
School Nursing

Website

California Department of Health Care Services

Website

CSBA

Cross References

Code

Description

0470

COVID-19 Mitigation Plan

4231

Staff Development

5020

Parent Rights And Responsibilities

5020

Parent Rights And Responsibilities

5022

Student And Family Privacy Rights

5022

Student And Family Privacy Rights

5030

Student Wellness

5111

Admission

5111

Admission

5112.2

Exclusions From Attendance

5125

Student Records

5125

Student Records

5141.22

Infectious Diseases

5141.22

Infectious Diseases

5141.23

Asthma Management

5141.23

Asthma Management

5141.26

Tuberculosis Testing

5141.31

Immunizations

5141.31

Immunizations

5141.32

Health Screening For School Entry

5141.33

Head Lice

5141.6

School Health Services

5141.6

School Health Services

5143

Insurance

5143
PGUSD

Insurance
Regular Meeting of May 18, 2023

5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5148	Child Care And Development
5148	Child Care And Development
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6145.2	Athletic Competition
6145.2	Athletic Competition
6164.5	Student Success Teams
6164.5	Student Success Teams
6170.1	Transitional Kindergarten

Policy 5142: Safety

Status: ADOPTED

Original Adopted Date: 11/01/2002 | Last Revised Date: ~~12/01/2019~~ 2022

CSBA NOTE: The following optional policy should be modified to reflect district practice.

Under the California Tort Claims Act (Government Code 810-996.6), a district may be held liable for personal injuries caused by dangerous conditions on school property and for its employees' failure to use reasonable care to prevent foreseeable injuries resulting from school activities. The court in *Dailey v. Los Angeles Unified School District* held that, within the scope of their employment, school staff must exercise the degree of care "which a person of ordinary prudence, charged with (comparable) duties, would exercise under the same circumstances." In *J.H. v. Los Angeles Unified School District*, the court held that the district had a duty to use ordinary care in supervising the after-school program.

With regard to athletic activities, the court in *Kahn v. East Side Union High School District* held that schools have no legal duty to eliminate risks inherent in the activity itself because students are deemed to assume those risks by participating in the activity. However, schools do have a duty to exercise due care not to increase the risks over and above those inherent in the sport.

The Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, and guiding student participation in educational programs and school-sponsored activities.

CSBA NOTE: 6 USC 665k, as added by the Luke and Alex School Safety Act of 2022 (P.L. 117-159), requires the creation of a Federal Clearinghouse on School Safety Evidence-Based Practices to serve as a federal resource to identify and publish online evidence-based practices and recommendations to improve school safety.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

School staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

CSBA NOTE: The following section is optional. School crossing guards may be employed by the Governing Board pursuant to Education Code 45450-45451 and by cities and counties pursuant to Vehicle Code 42200 and 42201. Education Code 49300 authorizes the Board to establish a student safety patrol at any district school for the purpose of assisting students in safely crossing streets. See the accompanying administrative regulation for requirements pertaining to safety patrols.

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

CSBA NOTE: The following section is for use by districts that serve students in grades 7-12.

Education Code 215.5 requires districts that issue student identification cards to have printed on either side of the card the telephone number of the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233), and allows to have printed on the card the Crisis Text Line (texting HOME to 741741) and/or a local suicide prevention hotline telephone number.

~~Effective October 1, 2020, Education Code 215.5, as amended by SB 316 (Ch. 270, Statutes of 2019), requires districts to have the telephone number of the National Domestic Violence Hotline (1-800-799-7233) on either side of student identification cards.~~

If, as of January 1, 2020, the district has a supply of unissued student identification cards that do not comply with the above requirements, the cards may be issued until the supply is depleted.

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5; ~~217~~)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number
2. The National Domestic Violence Hotline

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State	Description
5 CCR 14030	Preliminary procedure; planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils <u>students</u>
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members

Ed. Code 215.5

Student identification cards; safety information

Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety School Safety and security resources unit Security Resource Unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 38134	Use of school property
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property
Ed. Code 44808.5	Permission for high school students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
Ed. Code 49390-49395	Homicide threats
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Ed. Code 8482-8484.6 65	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of playground equipment usable by persons with disabilities
Streets and Highways Code 894	Statewide safety and training programs; electric bicycles
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures; disposition by cities

Veh. Code 42201

Fines and forfeitures; disposition by counties

Vehicle Code 21201

Rules for operation of bicycle on roadway

Federal

Description

6 USC 665k

Federal Clearinghouse on School Safety Evidence- Based Practices

Management Resources

Description

American Society for Testing and Materials Publication

ASTM F1 1487-0521, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017

California Department of Education Publication

Science Safety Handbook for California Public Schools, 2014

Court Decision

Knight v. Jewett, (1992) 3 Cal.4th 296; 313

Court Decision

Lane v. City of Sacramento, (2010) 183 Cal. App. 4th: 1337

Court Decision

J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123

Court Decision

Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990

Court Decision

Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741

Court Decision

Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508

Court Decision

Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

U.S. Consumer Product Safety Comm Publication

Public Playground Safety Handbook, 2010

Website

CSBA District and County Office of Education Legal Services

Website

National Recreation and Park Association, Certified Playground Safety Inspector Certification

Website

U.S. Department of Education, Safe Schools

Website

American Society for Testing and Materials

Website

U.S. Consumer Product Safety Commission

Website

U.S. Department of Homeland Security, Fusion Centers (<https://www.dhs.gov/fusion-centers>)

Website

U.S. Environmental Protection Agency

Website

California Department of Education, Safe Schools

Website

California Department of Public Health

Website

California State Threat Assessment System (<https://calstas.org/>)

Website

Centers for Disease Control and Prevention

Website

CSBA

Cross References

PGUSD

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
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7110	Facilities Master Plan

Regulation 5142: Safety

Status: ADOPTED

Original Adopted Date: 07/01/2006 | **Last Revised Date:** 03~~12~~/01/2022

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice.

At each school, the principal or designee shall establish emergency procedures, rules for student conduct, and rules for the safe and appropriate use of school facilities, equipment, and materials, consistent with law, Board policy, and administrative regulation. The rules shall be communicated to students, distributed to parents/guardians, and readily available at the school at all times.

Release of Students

CSBA NOTE: The following optional section may be revised to reflect district practice. For release of students during an emergency, see AR 3516 - Emergencies and Disaster Preparedness Plan.

Students shall be released during the school day only to the custody of an adult who is one of the following:

1. The student's custodial parent/guardian

2. An adult authorized on the student's emergency card as an individual to whom the student may be released when the custodial parent/guardian cannot be reached, provided the principal or designee verifies the adult's identity

3. An authorized law enforcement officer acting in accordance with law

4. An adult taking the student to emergency medical care at the request of the principal or designee

Supervision of Students

CSBA NOTE: The following optional section may be revised to reflect district practice.

Pursuant to 5 CCR 5570, teachers are required to be present at their rooms and admit students not less than 30 minutes before school starts unless otherwise provided by rule of the Governing Board. The district's collective bargaining agreement may include supervision of students. The following paragraph may be revised to maintain consistency with the district's collective bargaining agreement and/or district practice.

Teachers shall be present at their respective rooms and shall open them to admit students not less than 30 minutes before the time that school starts. (5 CCR 5570)

Every teacher shall hold students to a strict account for their conduct on the way to and from school, on the playgrounds, and during recess. (Education Code 44807)

The principal or designee shall require all individuals supervising students to remain alert for unauthorized persons and dangerous conditions, and promptly report any unusual incidents to the principal or designee

CSBA NOTE: Education Code 49393, as added by SB 906 (Ch. 144, Statutes of 2022), requires the reporting of potential homicidal acts related to school or a school activity, as described below.

Districts are encouraged to consult with the California Office of Emergency Services (OES) and utilize resources such as the State Threat Assessment System and Regional Fusion Centers to help assess potential threats. For more information see OES' web site.

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or district administrator.

In arranging for appropriate supervision on playgrounds, the principal or designee shall:

1. Clearly identify supervision zones and require all playground supervisors to remain at a location from which they can observe their entire zone of supervision and be observed by students in the supervision zone
2. Consider the size of the playground area, the number of areas that are obstructed from open view, and the age of the students to determine the ratio of playground supervisors to students

At any school where playground supervision is not otherwise provided, the principal or designee shall provide for certificated employees to supervise the conduct and safety, and direct the play, of students who are on school grounds before and after school and during recess and other intermissions. (5 CCR 5552)

The Superintendent or designee shall ensure that teachers, teacher aides, playground supervisors, yard aides, and volunteers who supervise students receive training in safety practices and in supervisory techniques that will help prevent problems and resolve conflicts among students. Such **Additionally, all staff and other school officials shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats. The** training shall be documented and kept on file.

Student Safety Patrols

CSBA NOTE: The following section is optional.

A school safety patrol shall be composed of students of the school selected by the principal or designee and shall be allowed to serve only with written consent of the students and their parents/guardians. Patrol members shall be at least 10 years old and at least in the fifth grade. (Education Code 49302; 5 CCR 571)

~~School~~ safety patrols shall be used only at those locations where the nature of traffic will permit their safe

operation. The locations where school safety patrols are used should be determined jointly with the local law enforcement agency. (5 CCR 572)

Patrol members shall be under the supervision and control of the principal or designee and shall receive training in proper procedures, including, but not limited to, the operations specified in 5 CCR 573-574. Whenever on duty, patrol members shall wear the standard uniform required by 5 CCR 576.

Playground Safety

CSBA NOTE: Health and Safety Code 115725 defines "playground" to include fall zones, surface materials, access ramps, and all areas within and including the designated enclosure and barriers.

Any new playground or any replacement of equipment or modification of components inside an existing playground shall conform to standards set forth by the American Society for Testing and Materials and the guidelines set forth by the U.S. Consumer Product Safety Commission. The Superintendent or designee shall have a playground safety inspector certified by the National Playground Safety Institute conduct an initial inspection to aid compliance with applicable safety standards. (Health and Safety Code 115725)

Activities with Safety Risks

CSBA NOTE: The following optional section lists activities that might be prohibited by the district because of high risk to student safety and should be revised to reflect district practice.

Pursuant to Government Code 831.7, public entities, including districts, are not liable to participants in a hazardous recreational activity, those who assist participants, or spectators for any damage to person or property arising out of the hazardous recreational activity when the person knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury and was voluntarily in the place of risk or having the ability to leave but failed to do so. Government Code 831.7 defines a "hazardous recreational activity" as a recreational activity conducted on school grounds that creates a substantial risk of injury, as distinguished from a minor, trivial, or insignificant risk of injury. The list below includes, but is not limited to, some of the hazardous recreational activities listed in Government Code 831.7. Prior to authorizing such activities, it is recommended that districts consult with their insurance carrier or joint powers authority or, for those who self-insure, with [CSBA District and County Offices of Education Legal Services or district](#) legal counsel. See BP/AR 3530 - Risk Management/Insurance.

Due to concerns about the risk to student safety, the principal or designee shall not permit the following activities on campus or during school-sponsored events unless the activity is properly supervised, students wear protective gear as appropriate, and each participant has insurance coverage:

1. Trampolining
2. Scuba diving
3. Skateboarding or use of scooters
4. In-line or roller skating or use of skate shoes
5. Sailing, boating, or water skiing

6. Cross-country or downhill skiing

7. Motorcycling

8. Target shooting

9. Horseback riding

10. Rodeo

11. Archery

12. Mountain bicycling

13. Rock climbing

14. Rocketeering

15. Surfing

16. Body Contact Sports

17. Other activities determined by the principal to have a high risk to student safety

CSBA NOTE: The following paragraph is optional. Vehicle Code 21201 establishes requirements for bicycles on roadways in regard to brakes, handlebars, size, and illumination when operated during darkness. Districts may want to provide such information to students and parents/guardians.

To enable the district to provide students safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, Education Code 51860, as amended by AB 2028 (Ch. 116, Statutes of 2022), authorizes the Board to assist local law enforcement, nonprofit associations or organizations specified in Education Code 38134, such as the Girls Scouts, Boys Scouts, and parent-teacher associations, and public agencies that provide such safety instruction, in providing safety instruction to district students.

Additionally, Streets and Highways Code 894, as added by AB 1946 (Ch. 147, Statutes of 2022), requires the Department of the California Highway Patrol to develop and post on its web site, by September 1, 2023, statewide safety and training programs for users of electric bicycles, including, but not limited to, general electric bicycle riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

~~Students who operate~~ As needed, the Superintendent or ride as a passenger designee may periodically provide training or instruction to students on a bicycle, the safe use of electric, motorized or nonmotorized bicycles, scooters, skateboards, and roller skates. Any student who rides any such bicycle, scooter, or skateboard, or wear in-line or roller skates, upon a street, bikeway, or any other public bicycle path or trail at school shall wear a properly fitted and fastened bicycle helmet.

Events In or Around a Swimming Pool

CSBA NOTE: The following section is optional. Any district that chooses to sponsor or host an on-campus event that is not part of an interscholastic athletic program in or around a swimming pool is required to comply with the following paragraph, pursuant to Education Code 35179.6, as amended by SB 722 (Ch. 679, Statutes of 2021).

When any on-campus event that is not part of an interscholastic athletic program is sponsored or hosted by the district and is to be held in or around a swimming pool, at least one adult with a valid certification of cardiopulmonary resuscitation training shall be present throughout the duration of the event. (Education Code 35179.6)

Laboratory Safety

CSBA NOTE: The following optional section reflects the Legislature's intent as stated in Education Code 49341, and the California Department of Education's Science Safety Handbook for Public Schools.

The principal of each school offering laboratory work shall develop procedures for laboratory safety and designate a trained certificated employee to ~~implement and~~ regularly review, update, and implement these procedures.

Students in a laboratory shall be under the supervision of a certificated employee. Students shall be taught laboratory safety, and safety guidelines and procedures shall be posted in science classrooms. Students shall receive continual reminders about general and specific hazards.

Hazardous materials shall be properly used, stored, and disposed of in accordance with law and the district's chemical hygiene plan.

Bloodborne pathogens shall be handled in accordance with the district's exposure control plan.

The district's emergency plan, emergency contact numbers, and first aid supplies shall be readily accessible.

Parents/guardians shall be made aware of the kinds of laboratory activities that will be conducted during the school year.

Hearing Protection

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall monitor students' exposure to excessive noise in classrooms and provide protection as necessary. The Superintendent or designee may also provide hearing conservation education to teach students ways to protect their hearing.

Eye Safety Devices

CSBA NOTE: Education Code 32031 addresses circumstances under which eye protection devices must be used.

The Superintendent or designee shall provide schools with eye safety devices for use whenever students, teachers, or visitors are engaged in or observing an activity or using hazardous substances likely to cause injury to the eyes. Eye safety devices may be sold to students for an amount not to exceed the actual ¹⁴

Protection Against Insect Bites

CSBA NOTE: The following optional section may be revised to reflect district practice.

To help protect students against insect bites or stings that may spread disease or cause allergic reactions, students shall be allowed to apply insect repellent provided by their parents/guardians, when engaging in outdoor activities. Any application of insect repellent shall occur under the supervision of school personnel, and in accordance with the manufacturer's directions.

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Policy Reference Disclaimer:

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

State	Description
5 CCR 14030	Preliminary procedure, planning and approval of school facilities
5 CCR 14103	Authority of the driver
5 CCR 202	Exclusion of students with a contagious disease
5 CCR 5531	Supervision of extracurricular activities of pupils
5 CCR 5552	Playground supervision
5 CCR 5570	When school shall be open and teachers present
5 CCR 570-576	School safety patrols
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17365-17374	Field Act; fitness for occupancy; liability of board members
Ed. Code 32001	Fire alarms and drills
Ed. Code 32020	School gates; entrances for emergency vehicles
Ed. Code 32030-32034	Eye safety
Ed. Code 32040	Duty to equip school with first aid kit
Ed. Code 32225-32226	Communications devices in classrooms
Ed. Code 32240-32245	Lead-Safe Schools Protection Act
Ed. Code 32250-32254	CDE school safety and security resources unit
Ed. Code 32280-32289.5	School safety plans
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 44807	Teachers' duty concerning conduct of students
Ed. Code 44808	Exemption from liability when students are not on school property

Ed. Code 44808.5	Permission for students to leave school grounds; notice (high school)
Ed. Code 45450-45451	Crossing guards
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 49300-49307	School safety patrols
Ed. Code 49330-49335	Injurious objects
Ed. Code 49341	Hazardous materials in school science laboratories
<u>Ed. Code 49390-49395</u>	<u>Homicide threats</u>
Ed. Code 51202	Instruction in personal and public health and safety
Ed. Code 8482-8484.6	After School Education and Safety Program
Gov. Code 810-996.6	California Tort Claims Act
H&S Code 115725-115735	Playground safety
H&S Code 115775-115800	Wooden playground equipment
H&S Code 116046	Issuance of best practices guidelines for K-12 pool safety
Pen. Code 245.6	Hazing
Pub. Res. Code 5411	Purchase of equipment usable by persons with disabilities
Veh. Code 21100	Rules and regulations; crossing guards
Veh. Code 21212	Use of helmets
Veh. Code 42200	Fines and forfeitures; disposition by cities
Veh. Code 42201	Fines and forfeitures; disposition by counties
Vehicle Code 21201	Rules for operation of bicycle on roadway
Management Resources	Description
American Society for Testing and Materials	F 1487-05, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, 2017
California Department of Education Publication	Science Safety Handbook for California Public Schools, 2014
Court Decision	Knight v. Jewett, (1992) 3 Cal.4th 296, 313
Court Decision	Lane v. City of Sacramento, (2010) 183 Cal. App. 4th. 1337
Court Decision	J.H. v. Los Angeles Unified School District, (2010) 183 Cal.App.4th 123
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal.4th 990
Court Decision	Dailey v. Los Angeles Unified School District, (1970) 2 Cal 3d 741
Court Decision	Hoyem v. Manhattan Beach City School District, (1978) 22 Cal. 3d 508
Court Decision	Wiener v. Southcoast Childcare Centers, (2004) 32 Cal.4th 1138

U.S. Consumer Product Safety Comm Publication	Public Playground Safety Handbook, 2010
Website	CSBA District and County Office of Education Legal Services
Website	National Recreation and Park Association, Certified Playground Safety Inspector Certification
Website	U.S. Department of Education, Safe Schools
Website	American Society for Testing and Materials
Website	U.S. Consumer Product Safety Commission
Website	U.S. Environmental Protection Agency
Website	California Department of Education, Safe Schools
Website	California Department of Public Health
Website	Centers for Disease Control and Prevention
Websites	CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1330.1	Joint Use Agreements
3260	Fees And Charges
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3516.5	Emergency Schedules
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5142.2	Safe Routes To School Program
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6163.2	Animals At School
6163.2	Animals At School
7110	Facilities Master Plan

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Regulation 5142.2: Safe Routes To School Program**Status:** ADOPTED

Original Adopted Date: 07/01/2009 | **Last Revised Date:** ~~06/12/01/2021~~2022 | **Last Reviewed Date:**
~~06/12/01/2021~~2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect district practice. The strategies listed below are organized around the "fundamental E's" recommended for inclusion in local programs by the U.S. Department of Transportation's Federal Highway Administration (NHTSA) and the National Center for Safe Routes to School's online resource guide. NHTSA's ["Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals,"](#) states that the most often addressed E's are engineering, education, and enforcement, with encouragement and engagement, evaluation, emerging technologies, emergency response, and equity as other important E's to consider.

District strategies to improve student safety along routes to school and to promote walking, bicycling, and other forms of active transport to school by students may include:

1. Education activities that promote safety and awareness, such as:

CSBA NOTE: To enable the district to provide students safety instruction related to using electric, motorized, or nonmotorized bicycles and scooters, Education Code 51860, as amended by AB 2028 (Ch. 116, Statutes of 2022), authorizes the Governing Board to assist local law enforcement, nonprofit associations or organizations specified in Education Code 38134, such as the Girls Scouts, Boys Scouts, parent-teacher associations, and public agencies that provide such safety instruction in providing safety instruction to district students.

Additionally, Streets and Highways Code 894, as added by AB 1946 (Ch. 147, Statutes of 2022), requires the Department of the California Highway Patrol to develop and post on its website, by September 1, 2023, statewide safety and training programs for users of electric bicycles, including, but not limited to, general electric bicycle riding safety, emergency maneuver skills, rules of the road, and laws pertaining to electric bicycles.

- a. Instructing students about pedestrian, ~~bicycle~~, and personal safety related to the use of electric or motorized and nonmotorized bicycles or scooters, including by local law enforcement, organizations specified in Education Code 38134, and public agencies that provide safety instructions on such bicycles and scooters.
 - b. Instructing students about the health, academic, and environmental benefits of walking, bicycling, and other forms of active transport to school
 - c. Offering driver safety information to high school students, parents/guardians, and the community to promote safety around school campuses and routes
2. Encouragement strategies designed to generate interest in active transport to school, such as:

- a. Organizing or facilitating "walking school buses" and/or "bicycle trains" whereby students walk or bike to school in groups escorted by parents/guardians or other volunteers as needed
 - b. Organizing special events and activities, such as Walk or Bike to School Day, International Walk to School Month, or year-round competitions
 - c. Publicizing the district's efforts in order to build support of parents/guardians and the community, including providing information about the district's safe routes to school program in parent/guardian communications and in any notifications about transportation options
3. Enforcement strategies to deter unsafe behaviors of drivers, pedestrians, and bicyclists, such as:
- a. Initiating or expanding crossing guard, student safety patrol, and/or parent/guardian safety patrol programs
 - b. Partnering with local law enforcement to help ensure that traffic laws are obeyed in the vicinity of schools and to implement appropriate measures such as placement of speed feedback monitors, ticketing, and/or driver safety campaigns
 - c. Monitoring to ensure that students who bicycle to school or who use skateboards, skates, or nonmotorized scooters wear helmets in accordance with Vehicle Code 21212
4. Engineering strategies that address the design, implementation, operation, and maintenance of traffic control devices or physical measures, such as:
- a. Working with local government agencies, parents/guardians, school staff, and others as appropriate to gather data about environmental conditions and hazards along routes to school
 - b. Working with local government agencies to make operational and physical improvements that reduce or eliminate hazards, such as reducing motor vehicle traffic speeds in the area and establishing safer and fully accessible crosswalks, walkways, trails, and bikeways
 - c. Assessing the adequacy, accessibility, and safety of bicycle parking at schools and making modifications as needed, such as increasing the number of or relocating bicycle racks and/or equipment storage areas
 - d. Considering safe routes to school when making decisions about siting and designing of new schools

CSBA NOTE: See the accompanying Board policy for additional information about program evaluation, including examples of indicators that may be used to measure program implementation and effectiveness.

5. Evaluation to assess progress toward program goals, including:
 - a. Gathering and interpreting data based on indicators established by the Superintendent and the Governing Board
 - b. Presenting data to the Board, program partners, and the public
 - c. Recommending program modifications as needed
6. Emerging technologies that aid in the prevention and mitigation of accidents
7. Emergency response in managing injuries after an accident occurs, including, but not limited to, training staff, crossing guards, student and/or parent/guardian safety patrols, and other volunteers who assist with drop-off and pick-up in emergency procedures
8. Equity, such that resources are distributed in a manner that provides safe access and participation in an equitable manner [across the community](#)

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Policy Reference Disclaimer:

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State	Description
Ed. Code 32282	Comprehensive safety plan
Ed. Code 38134	Use of school property
Ed. Code 44808	Liability when students are not on school property
Ed. Code 45450-45451	Crossing guards
Ed. Code 51860	Time and facilities for bicycle and scooter safety instruction
Gov. Code 65352.2	General planning; communication between cities, counties and school districts
S&H Code 2380-2385	Active Transportation Program
S&H Code 894	Statewide safety and training programs; electric bicycles

[Veh. Code 312.5](#)

[Electric bicycle](#)

[Veh. Code 406](#)

[Moped or motorized bicycle](#)

[Veh. Code 407.5](#)

[Motorized scooter](#)

Veh. Code 21200-21213

Operation of bicycles

Veh. Code 21212

Helmet required for bicycle, nonmotorized scooter, skateboard, skates

Veh. Code 21949-21971

Pedestrian rights and duties

Federal

Description

23 USC 133

Surface transportation block grant program

23 USC 148

Highway safety improvement program

42 USC 1758b

Local wellness policy

Management Resources

Description

California Dept of Transportation Publication

ATP Purpose and Goals as Defined by the State Legislature and SB 99, March 2015

California Dept of Transportation Publication

Active Transportation Program Fact Sheet, January 2020

Court Decision

Cerna v. City of Oakland (2008) 161 Cal.App.4th 1340

Natl Natl Center for Safe Routes to School Publication

Safe Routes to School Guide

National Natl Highway Traffic Safety Admin Publication

Advancing Pedestrian and Bicyclist Safety: A Primer for Highway Safety Professionals, April 2016

Safe Routes to School Natl Partnership Publication

Safe Routes to School by the Numbers: Using Data to Foster Walking and Biking to School, June 2016

Safe Routes to School Natl Partnership Publication

Safe Routes to School 2009 Policy Report: Moving to the Future: Building on Early Achievements, March 2009

Website

CSBA District and County Office of Education Legal Services

Website

National Center for Safe Routes to School

Website

Safe Routes Partnership

Website

U.S. Department of Transportation, Federal Highway Administration, Safe Routes to School

Website

California Department of Transportation, Safe Routes to School

Website

National Highway Traffic Safety Administration

Website

CSBA

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1114	District-Sponsored Social Media
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6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education

6142.8	Comprehensive Health Education
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7111	Evaluating Existing Buildings
7150	Site Selection And Development
7150	Site Selection And Development

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Regulation 6164.4: Identification And Evaluation Of Individuals For Special Education

Status: ADOPTED

Original Adopted Date: 03/01/2007 | Last Revised Date: ~~09/12/01/2021~~2022 | Last Reviewed Date: ~~09/12/01/2021~~2022

CSBA NOTE: Pursuant to Education Code 56303, a student should be referred for special education instruction and services only after the resources of the regular education program such as Response to Instruction and Intervention (RtI2) strategies have been considered and, where appropriate, utilized. However, the U.S. Department of Education's Office of Special Education Programs (OSEP) Memorandum 11-07 emphasizes that districts have an obligation to ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

In the 1, 2 "Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act," OSEP encourages districts to reexamine the efficacy of existing child find practices and initiate new activities in light of the educational disruptions caused by the COVID-19 pandemic, including through additional screenings; efforts to increase awareness about special education supports and the effects of the COVID-19 pandemic on students' academic performance and social-emotional, behavioral, and mental health needs; public awareness campaigns about developmental screenings in settings frequented by families such as health departments, physician's offices, public parks, amusement parks, shopping malls, and children's stores; social media campaigns on multiple online platforms; partnering with stakeholders such as parent-teacher organizations; and holding screening events in the community.

Additionally, OSEP emphasizes that students who are experiencing long-term COVID-19 effects must be referred for special education evaluation if their symptoms (such as fatigue, mood changes, or difficulty concentrating) are adversely impacting their ability to participate and learn in the general curriculum.

The obligation of a district to refer a student for special education evaluation is a fact-specific determination that must be made on a case-by-case basis.

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

CSBA NOTE: Pursuant to 34 CFR 300.301, a parent/guardian or district may request an initial evaluation to determine if a student is a student with a disability. OSEP Memorandum 11-07 emphasizes that if a parent/guardian requests an evaluation, and the district agrees with the parent/guardian that the student may be eligible for special education and related services, the district must evaluate the child. If the district does not suspect that the child has a disability and denies the

request for an initial evaluation, the district must provide written notice to the parent/guardian, pursuant to 34 CFR ~~330~~300.503, explaining the basis for such decision.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct a ~~full and an~~ individual initial evaluation of the ~~student~~student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)

The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public

CSBA NOTE: 34 CFR 300.29 defines "native language" as the language normally used by the individual.

2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

CSBA NOTE: 34 CFR 300.504 requires the district to provide parents/guardians with written notice prior to conducting the initial evaluation. For contents of the prior written notice, see AR 6159.1 -

Procedural Safeguards and Complaints for Special Education.

Education Code 56329 clarifies the factors to consider when making a determination of eligibility (~~reflected in~~ Item #2 below) and specifies circumstances in which a parent/guardian may be entitled to an independent educational evaluation (IEE) (~~reflected in~~ Items #4 and #5 below).

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.
3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's

parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

CSBA NOTE: Pursuant to Education Code 56321 and 34 CFR 300.300, the district must first obtain ~~informed~~ parent/guardian consent before conducting (1) an initial evaluation to determine if the student is a student with a disability or (2) a reevaluation to determine if the student continues to be a student with a disability. See AR 6159 - Individualized Education Program for language regarding parent/guardian consent for the provision of special education services, including the right to revoke such consent.

In *M.M. v. Lafayette School District*, the Ninth Circuit Court of Appeals concluded that the district had a procedural duty to provide the parents with their child's response to instruction (RTI) data when the district sought to obtain their ~~informed~~ consent for the initial evaluation. The district's failure to provide the parents with the RTI data as part of the initial evaluation resulted not only in a procedural violation but also a substantive violation of the Individuals with Disabilities Education Act (IDEA) since the failure prevented the parents from meaningfully participating in the IEP process.

Consent (Education Code 56321; 34 CFR 300.300)

~~Informed parental consent~~ means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time
4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

~~The district shall make reasonable efforts to obtain the informed~~ **Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR 300.300)**

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

CSBA NOTE: It is recommended that the district maintain a record of its attempts to obtain consent, as provided in Items #1-3 below.

The district shall maintain a record of its attempts to obtain consent, which may include: such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received
3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

CSBA NOTE: Education Code 56321 and 34 CFR 300.300 provide that if a parent/guardian refuses to consent to an evaluation, the district may, but is not required to, utilize the due process procedures to pursue the evaluation. However, if the district declines to pursue the evaluation, the district does not violate its child find obligations under state and federal law.

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the ~~informed~~ consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining ~~informed~~ consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student-
2. The rights of the parent/guardian of the student have been terminated in accordance with state law-
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student-

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related

services. (Education Code 56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code ~~56320~~, 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (~~Education Code 56320~~; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist

5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. ([Education Code 56320](#); 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting

4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any
6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

CSBA NOTE: The following section contains procedures for determining a student's eligibility for special education and related services. Education Code 56334-56338 and 34 CFR 300.307-300.311 provide additional procedures for conducting the evaluation and making the determination for eligibility of a student with specific learning disabilities.

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

CSBA NOTE: Education Code 56329 requires districts to provide notice about specific factors in making the determination of eligibility as part of the district's evaluation plan. See section above entitled "Initial Evaluation for Special Education Services."

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

CSBA NOTE: 34 CFR 300.502 requires the district to provide parents/guardians, upon request for an IEE, information about where an IEE may be obtained and the district's criteria for the evaluation, including the location of the evaluation, qualifications of the examiner, and timelines for obtaining the evaluation. These criteria must be the same as the criteria that the district uses for district-initiated evaluations. In addition, Education Code 56329 requires districts to provide notice about parent/guardian rights to an IEE as part of the proposed evaluation plan; see section above entitled "Initial Evaluation for Special Education Services." Districts may wish to modify the following section to include specific criteria developed by the district or special education local plan area, as appropriate.

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Coordinating Transitions

CSBA NOTE: Government Code 95008, as amended by SB 188 (Ch. 49, Statutes of 2022), requires each district to designate a main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of IDEA), including establishing practices to educate and support families during the transition.

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)

Director of Student Services

(title or position)

435 Hillcrest Avenue, Pacific Grove, CA 93950

(address)

831-646-6523

(telephone number)

cdavies@pgusd.org

(email)

Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)

CSBA NOTE: The following paragraph is for use by districts that offer grades K-1.

Before entering kindergarten or first grade, as the case may be, children with disabilities who are in a preschool program shall be reevaluated to determine if they still need special education and services. IEP teams shall identify a means of monitoring the continued success of children who are determined to be eligible for less intensive special education programs. (Education Code 56445)

CSBA NOTE: The district's point of contact, identified pursuant to Government Code 95008, as amended by SB 188, for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation of children with disabilities who are in a preschool program and the progress of children who are determined to be eligible for less intensive special education programs, as described below.

The district's point of contact for coordinating and completing the transition of a child and family from infant/toddler programs to preschool, may coordinate the reevaluation and monitoring as described above for kindergarten or first grade.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
5 CCR 3021-3029	Identification, referral and assessment
5 CCR 3030-3031	Eligibility criteria
Ed. Code 44265.5	Professional preparation for teachers of impaired students
Ed. Code 56000-56885	Special education programs
Ed. Code 56043	Special education; timelines
Ed. Code 56195.8	Adoption of policies

Ed. Code 56300-56305	Identification of individuals with disabilities
Ed. Code 56320-56330	Assessment
Ed. Code 56333-56338	Eligibility for specific learning disabilities
Ed. Code 56340-56347	Individualized education program teams
Ed. Code 56381	Reassessment of students
Ed. Code 56425-56432	Early education for individuals with disabilities
Ed. Code 56441.11	Eligibility criteria; children ages 3-5
Ed. Code 56445	Transition to grade school; reassessment
Ed. Code 56500-56509	Procedural safeguards
Gov. Code 95000-95029.5	California Early Intervention Services Act
Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1412	State eligibility
20 USC 1415	Procedural safeguards
34 CFR 104.35	Evaluation and placement
34 CFR 104.36	Procedural safeguards
34 CFR 300.1-300.818	Individuals with Disabilities Education Act
34 CFR 300.301-300.306	Evaluations and reevaluations
34 CFR 300.323	When IEPs must be in effect
34 CFR 300.502	Independent educational evaluation of student with disability
34 CFR 303.1-303.734	Early Intervention Program for Infants and Toddlers with Disabilities
Management Resources	Description
California Department of Education Publication	California Practitioners' Guide for Educating English Learners with Disabilities, 2019
Court Decision	N.B. and C.B v. Hellgate Elementary School District (9th Cir. 2008) 541 F.3d 1202
Court Decision	Compton Unified School District v. Addison, (9th Cir. 2010) 598 F.3d 1181
Court Decision	Timothy O. v. Paso Robles Unified School District (9th Cir. 2016) 822 F.3d 1105
Court Decision	M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842
Court Decision	Hood v. Encinitas Union School District, (2007) 486 F.3d 1099

Federal Register	Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
U.S. Department Of Education Publication	Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021
U.S. Department Of Education Publication	Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021
U.S. Department of Education Publication	A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education, Special Education
Website	U.S. Department of Education, Office of Special Education Programs
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0430	Comprehensive Local Plan For Special Education
0430	Comprehensive Local Plan For Special Education
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E (1)	Uniform Complaint Procedures
1312.3-E (2)	Uniform Complaint Procedures
3541.2	Transportation For Students With Disabilities
3552	Summer Meal Program
3552	Summer Meal Program
4112.23	Special Education Staff
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications

5148	Child Care And Development
5148	Child Care And Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6120	Response To Instruction And Intervention
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6159	Individualized Education Program
6159	Individualized Education Program
6159.1	Procedural Safeguards And Complaints For Special Education
6159.1	Procedural Safeguards And Complaints For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.3	Appointment Of Surrogate Parent For Special Education Students
6159.3	Appointment Of Surrogate Parent For Special Education Students
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6163.2	Animals At School
6163.2	Animals At School
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Bylaw 9220: Governing Board Elections**Status:** ADOPTED

Original Adopted Date: 06/01/2006 | **Last Revised Date:** ~~07/12/01/2017~~2022 | **Last Reviewed Date:**
~~07/12/01/2017~~2022

Board Member Qualifications

CSBA NOTE: The following bylaw is optional. The filling of elective offices involves serious issues of constitutional and statutory concerns. Any district with questions related to local elections should consult CSBA District and County Office of Education Legal Services or district legal counsel.

Board Member Qualifications

CSBA NOTE: Education Code 35107 and Elections Code 20 detail eligibility for Governing Board membership as specified below. In 81 Ops.Cal.Atty.Gen. 98 (1998), the Attorney General opined that the residency requirement in Education Code 35107 is a continuing requirement for holding the office during the entire term of the Board member.

A person is who is not registered to vote is ineligible to hold public office if he/she is not registered to vote. Elections Code 2201 lists the causes for cancelling an individual's voter registration and making him/her that person ineligible to hold public office, including, but not limited to, legally established mental incompetency, proof that the person is presently imprisoned or on parole for conviction of a felony, or official notification that the voter is registered to vote in another country or state.

Any person is eligible to be a member of the Governing Board, without further qualifications, if he/she the person is 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

CSBA NOTE: Pursuant to Education Code 35107, a district employee elected to serve on the district Board must resign his/her from the employment before being sworn into office as a Board member.

Pursuant to Education Code 1006, employees of a school district are eligible to run for the county board of education seat as long as their school district employer is not within the jurisdiction of the county board.

A district employee elected to the Board shall resign his/her from district employment before being sworn in or shall have his/her the employment automatically terminated upon being sworn into office. (Education Code 35107)

CSBA NOTE: The following paragraph is optional. See CSBA's web site for information about school board service that may be shared with candidates.

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information

regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

CSBA NOTE: The following section is optional. Government Code 1770 lists events that may create a vacancy in an elective office, including removal from office, while Elections Code 11000 provides for recall as the means for effecting such removal of a Board member. Pursuant to Elections Code 11006, recall proceedings may be initiated by the service, filing, and publication or posting of a notice of intention to circulate a recall petition by proponents who must be registered voters of the board member's electoral jurisdiction. Elections Code 11020, as amended by AB 2584 (Ch. 792, Statutes of 2022), specifies the number of proponents that must be listed on the notice, depending on the number of registered voters in the electoral jurisdiction involved.

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

CSBA NOTE: Pursuant to Elections Code 11242, as amended by AB 2584 (Ch. 792, Statutes of 2022), after the Board orders an election, the recall election must be held within the period specified in the following paragraph, unless an extension beyond the specified period is necessary in order to consolidate the recall election with a regularly scheduled election.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with Elections Code 11381-11386.

Consolidation of Elections

CSBA NOTE: The following optional section is for districts that currently hold their Board elections at a time that is not concurrent with municipal or statewide elections.

Education Code 5000 and Elections Code 1302 require the regular election of Board members to be held on the first Tuesday after the first Monday in November of each odd-numbered year. However, in accordance with Elections Code 1302 and 10404.5, districts are authorized to request consolidation of their Board elections with the local municipal or state primary or general election by adopting a Board resolution and submitting it to the County Board of Supervisors for approval. Within 30 days following approval by the County Board of Supervisors, the elections official will notify all registered voters in the district of the change of election date.

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

CSBA NOTE: Pursuant to Elections Code 14051-14052, as added by SB 415 (Ch. 235, Statutes of 2015), districts are required to hold elections concurrent with statewide elections if holding nonconcurrent elections has previously resulted in a "significant decrease" in voter turnout. Pursuant to Elections Code 14051, a significant decrease has occurred when voter turnout for a regularly scheduled election held on a nonconcurrent date is at least 25 percent less than the average local turnout for the previous four statewide general elections. A district that holds Board elections other than on a statewide elections date may only delay the consolidation if, by January 1, 2018, it has adopted a plan to consolidate elections by November 8, 2022. It is recommended that districts with nonconcurrent elections review the voter turnout for their recent elections, consult with legal counsel, and, as necessary, prepare and approve a plan by January 1, 2018 to move their election to a statewide election date. For a further analysis of SB 415, see CSBA's "Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections."

Districts consolidating their elections due to low voter turnout should follow the procedures specified in Elections Code 1302, including the adoption of a Board resolution.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)), which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred). Any district seeking more information about the CVRA and its possible effects should consult legal counsel.

OPTION 1: (Election by trustee area)

The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law.

Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)

OPTION 1 ENDS HERE

CSBA NOTE: Any district that selects Option 2 or 3 should ensure that its decision is consistent with Elections Code 14025-14032 (the California Voting Rights Act (CVRA)) which prohibits the use of the "at-large" voting method for elections within jurisdictions with a history of "racially polarized voting" (i.e., difference between voters of a protected class and voters in the rest of the jurisdiction in the choice of candidates preferred). Any district seeking more information about the CVRA and its possible effects should consult legal counsel.

OPTION 2: (Election using "at large" voting method)

~~Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.~~

OPTION 2 ENDS HERE

~~CSBA NOTE: The extent, if any, to which a district using the "from trustee area/hybrid" method (Option 3) is required to balance its trustee areas by population is unclear; see *Dusch v. Davis*. Any district using Option 3 should consult with legal counsel regarding whether to balance its trustee areas by population. *Davis*.~~

OPTION 3: (Election from trustee area/hybrid method)

~~Each Board member shall reside within the trustee area that he/she the Board member represents but shall be elected by all voters in the district.~~

OPTIONS 3 ENDS HERE

CSBA NOTE: The remainder of this section following paragraph is for districts using Option 2 or 3 and may be revised to reflect district practice. Such districts should periodically monitor the demographics within their geographical boundaries to ensure that no violation of the CVRA occurs. Any district found in violation of the CVRA could be held liable for attorneys' fees and legal costs. Elections Code 10010; as amended by AB 350 (Ch. 737, Statutes of 2016), requires that a prospective plaintiff send written notice to the district prior to filing a complaint alleging that the method of election violates the CVRA so that the district will have the chance to cure any potential violations before the commencement of litigation. Even if the district cures the alleged violations, it may be required to pay reasonable costs incurred in supporting the written notice.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

CSBA NOTE: Converting from an "at-large" (Option 2) to a "by trustee area" (Option 1) voting method involves complex issues of law regarding matters such as the redrawing of maps, required approvals, and transition dates. Elections Code 10010; as amended by AB 350 (Ch. 737, Statutes of 2016), requires the Board to hold hearings before and after drawing maps of the proposed district boundaries to allow for public input. If Board members will be elected at different times for staggered terms of office, hearings held after publishing the draft map(s) are required to include an opportunity for public input regarding the proposed sequence of elections. Any district that is considering switching to a "by trustee area" election method should consult legal counsel as necessary.

~~When the district's election method is to be changed, the Board determines that a change is necessary, it shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an~~

open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

CSBA NOTE: The remainder of this section is for all districts. The Attorney General opined in 105 Ops.Cal.Atty.Gen. 182 (2022) that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. Any district that has already adopted a "by-trustee" election method should revise the following paragraph accordingly.

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

CSBA NOTE: Pursuant to Education Code 5091, as amended by SB 1061 (Ch. 831, Statutes of 2022), any petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

Campaign Conduct

CSBA NOTE: Education Code 35177 has long authorized boards, by resolution, to limit campaign expenditures and/or contributions for candidates in board elections. However, in June 2006, the U.S. Supreme Court held in *Randall v. Sorrell* that limits on campaign expenditures are unconstitutional and violate a candidate's right to free speech. The court did hold that limits on contributions to candidates could be constitutional if such limits are not overly restrictive, allow candidates to compete in the race, and do not operate to protect incumbents. However, because Education Code 35177 provides no mechanism for the district to enforce any contribution limits set by the Board, such limits would be completely voluntary, and other candidates and/or the Board would have no recourse in the event of noncompliance by a candidate. It is strongly recommended that, before adopting voluntary contribution limits under the authority granted in Education Code 35177, the Board consult CSBA District and County Office of Education Legal Services or district legal counsel, in order to ensure that the district's limits satisfy legal restrictions.

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

CSBA NOTE: The following paragraph is optional. Government Code 85300 generally prohibits the expenditure of public funds for the purpose of seeking elective office. However, as amended by SB 1107 (Ch. 837, Statutes of 2016), Government Code 85300 permits a candidate to expend or accept public funds for the purpose of seeking elective office if the Board establishes a dedicated fund for that purpose, provided that both (1) the public funds are available to all qualified, voluntarily participating candidates for the same office without regard to incumbency or political party preference, and (2) the Board has established criteria for determining a candidate's qualifications. For school board elections, candidate qualifications are specified in state law (see section "Board Member Qualifications" above), and districts should not establish additional qualification requirements. ~~It is recommended that the district consult legal counsel when establishing a dedicated fund for those seeking election to the Board.~~

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

CSBA NOTE: Pursuant to Elections Code 20440, county election officials are required to present each candidate running for public office with a voluntary Code of Fair Campaign Practices for the candidate to sign. The pledge states the candidate's intent to conduct ~~his/her~~the campaign openly and fairly and provides that the candidate may not use or permit negative prejudice based on another candidate's race, religion, physical or mental disability, sex, gender, gender identity, gender expression, sexual orientation, or any other prohibited category of discrimination listed in Government Code 12940. Although neither the district nor opposing candidates have authority to enforce the pledge if it is violated, a candidate's signature is a matter of public record. The following optional paragraph expresses the Board's desire that candidates for Board membership sign and abide by the terms of the pledge.

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or ~~his/her~~ designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

CSBA NOTE: Pursuant to Elections Code 13307, the candidate statement is limited to 200 words (Option 1 below), unless the Board has authorized an increase to a 400-word maximum (Option 2 below).

OPTION 1: (200 Words Limit)

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

OPTION 1 ENDS HERE

OPTION 2: (400 Words Limit)

~~Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. (Elections Code 13307)~~

OPTION 1 ENDS HERE

OPTION 2: Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 400 words. (Elections Code 13307)

OPTION 2 ENDS HERE

CSBA NOTE: The following optional paragraph is for use by any district that authorizes electronic distribution of candidate statements in addition to or instead of the mailed voter's pamphlet. Pursuant to Elections Code 13307, a voter may receive by mail a voter's pamphlet that contains candidate statements or, when authorized by the elections official, may opt to obtain the voter's pamphlet and related materials electronically (i.e., from the elections official's web site or via email). If a candidate chooses to submit a statement for electronic distribution only, it will not appear in the mailed voter's pamphlet.

When electronic distribution is authorized by the elections official, districts may choose, pursuant to Elections Code 13307, as amended by AB 2010 (Ch. 128, Statutes of 2016), ~~whether or not~~ **whether** to permit Board candidates to prepare a statement for electronic distribution. The following paragraph may be revised to reflect district practice.

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

CSBA NOTE: Prior to the beginning of the nominating period, Elections Code 13307, as amended by AB 2010 (Ch. 128, Statutes of 2016), requires the Board to determine whether to have the district assume the costs of producing candidate statements or to charge candidates for the costs, regardless of whether the statements are for hard copy or electronic distribution. In 85 Ops.Cal.Atty.Gen. 49 (2002), the Attorney General opined that Elections Code 13307, which authorizes the district to pay for the distribution of candidate statements **for nonpartisan elective offices**, does not conflict with Education Code 7054, which prohibits the use of district resources for campaign purposes. According to the Attorney General, distributing campaign statements cannot be considered campaigning for any particular candidate in a partisan manner so as to conflict with the Education Code prohibition.

Option 1 below is for districts that assume the costs associated with producing candidate statements, and Option 2 is for districts that charge candidates for the costs. The following options may be revised to reflect the method of distribution (i.e., electronic and/or hard copy) used by the district.

OPTION 1: ~~In order to help defray the costs of campaigning for the Board, the~~ **Candidate Statement Paid by District**

~~The~~ district shall pay the cost of printing, handling, translating, mailing, and/or electronically distributing candidate statements filed pursuant to Elections Code 13307.

OPTION 1 ENDS HERE

~~OPTION 2:~~ **Candidate Statement Paid by Candidate**

~~The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.~~

OPTION 2 ENDS HERE**Tie Votes in Board Member Elections**

CSBA NOTE: Education Code 5016 requires the Board to decide, before conducting any election, whether a potential tie will be resolved by lot or by a runoff election. Option 1 provides for the use of lots to determine the winner in case of a tie in every election, Option 2 provides for a runoff election in every election, and Option 3 is for use by districts that will make this determination prior to each election.

Education Code 5016 requires the County Superintendent of Schools to provide certification of a tie vote in an election to the district Board.

OPTION 1: (Tie Decided by Lot)

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

OPTION 1 ENDS HERE

~~**OPTION 2: (Tie Decided by Runoff Election)**~~

~~Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall schedule a runoff election in accordance with law. (Education Code 5016)~~

~~**OPTION 2 ENDS HERE**~~

~~**OPTION 3: (Tie Decided Based on Board Determination Prior to Each Election)**~~

~~Before each election, the Board shall decide whether to resolve a potential tie by lot or by a runoff election. If the Board has decided to resolve a tie by lot, the Board shall, immediately after the election, notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. If the Board has decided to resolve a tie with a runoff election, the Board shall schedule the runoff election in accordance with law. (Education Code 5016)~~

~~**OPTION 3 ENDS HERE**~~

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
CA Constitution Article 2, Section 2	Voters; qualifications
CA Constitution Article 7, Section 7	Conflicting offices
CA Constitution Article 7, Section 8	Disqualification from office
Ed. Code 1006	Prohibition against school district employees serving on county board of education

Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70 ADA
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5091	Vacancies; petition for special election
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions (}; conduct of elections}
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5380	Compensation (of; election officer}
Ed. Code 5390	Qualifications of voters
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property; campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 11000	Recall of officers
Elec. Code 1302	Local elections; school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement; indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 20	Public office eligibility
Elec. Code 20440	Code of Fair Campaign Practices
Elec. Code 2201	Grounds for cancellation
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	Conviction of crime
Gov. Code 1097	Illegal participation in public contract

Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 1770	Vacancy of office
Gov. Code 81000-91014	Political Reform Act of 1974
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Pen. Code 661	Removal for neglect or violation of official duty
Pen. Code 68	Bribes
Pen. Code 74	Acceptance of gratuity
Federal	Description
52 USC 10301-10508	Voting Rights Act
Management Resources	Description
Attorney General Opinion	105 Ops.Cal.Atty.Gen. 182 (2022)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 98 (1998)
Attorney General Opinion	83 Ops.Cal.Atty.Gen. 181 (2000)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 49 (2002)
CSBA Publication	Legal Alert on the Impact of Senate Bill No. 415 on School Board Elections, January 2017
Court Decision	Dusch v. Davis (1967) 387 U.S. 112
Court Decision	Randall v. Sorrell (2006) 126 S.Ct. 2479
Court Decision	Rey v. Madera Unified School District (2012) 203 Cal. App. 4th 1223
Court Decision	Sanchez v. City of Modesto (2006) 145 Cal. App. 4th 660
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	California Secretary of State's Office
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
9005	Governance Standards
9110	Terms Of Office
9223	Filling Vacancies
9224	Oath Or Affirmation

9230	Orientation
9240	Board Training
9270	Conflict Of Interest
9270-E (1)	Conflict Of Interest
9320	Meetings And Notices

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Bylaw 9223: Filling Vacancies**Status:** ADOPTED

Original Adopted Date: 09/01/1989 | **Last Revised Date:** 08/12/01/2014/2022 | **Last Reviewed Date:** 08/12/01/2014/2022

Events Causing a Vacancy

A vacancy on the Governing Board may occur for arise from any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his/her/the office for the remainder of his/her/the term (Government Code 1770)
3. A Board member's resignation (Government Code 1770)

A vacancy resulting from resignation occurs when the written resignation is filed with the County Superintendent of Schools having jurisdiction over the district, except where a deferred effective date is specified in the resignation so filed, in which case the resignation shall become operative on that date. A Board member may not defer the an effective date of his/her resignation for more than 60 days after he/she files the date the resignation is filed with the County Superintendent. Upon being filed with the County Superintendent, a written resignation, whether specifying a deferred effective date or otherwise, shall be irrevocable. (Education Code 5090, 5091)

4. A Board member's removal from office; including by recall (Elections Code ~~11384~~ 11000; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)

CSBA NOTE: The following paragraph is for use by districts that have established trustee areas. In 105 Ops.Cal.Atty.Gen 182 (2022), the Attorney General has opined that when the boundaries of a district's trustee areas are adjusted or the district changes from "at-large elections" to "by-trustee area elections," and a vacancy then arises in a seat held by a Board member whose term of office began prior to the change in boundaries or election method, the vacancy should be filled using the boundaries or election method by which the incumbent Board member was elected. See BB 9220 – Governing Board Elections.

6. A vacancy on the Board also occurs when a Board member ceases to inhabit the trustee area which he/she represents represented on the Board. (58 Ops.Cal.Atty.Gen. 888 (1975))

However, a vacancy does not arise when the district adjusts the trustee area boundaries or changes from "at-large" to "by-trustee area" election method during a Board member's term.

7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
 - a. Upon district business with the approval of the Board
 - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days

CSBA NOTE: AB 334 (Ch. 54, Statutes of 2011) amended Government Code 1064 to authorize the Governing Board to extend an out-of-state absence for an unlimited duration when the absence is due to illness or other urgent necessity.

- c. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- d. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her during the absence. If two or more members of the Board are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.

- 8. A Board member's ceasing to discharge the duties of his/her the office for the period of three consecutive months, except when prevented by illness or when absent from the state with the permission required by law (Government Code 1770)

CSBA NOTE: Board members forfeit office and, in some cases, are disqualified from holding public office upon conviction of designated crimes as specified in the Constitution and various other state laws. Examples of crimes that result in forfeiture of office include, but are not limited to, convictions for felonies, offenses that involve a violation of official duties, bribery, selling appointments, intoxication in the discharge of official duties, misuse of public funds, conflict of interest violations, and a false claim of receipt of any military decoration or medal.

- 9. A Board member's conviction of a felony or any offense involving a violation of his/her official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
- 10. A Board member's refusal or neglect to file his/her the required oath within the time prescribed (Government Code 1770)
- 11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
- 12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)

CSBA NOTE: Pursuant to Education Code 5090, a vacancy is declared when there has been a "failure to elect," meaning that the County Registrar of Voters has determined that an election will not be held because either no candidate or an insufficient number of candidates have filed to run for a Board seat(s). Education Code 5328 authorizes the Board to make an appointment in such circumstances.

- 13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)

CSBA NOTE: Pursuant to Education Code 5091, when a vacancy occurs or when a deferred resignation has been filed four or more months before the end of a Board member's term, the Board shall take action, as specified below. In the event that the Board fails to make a provisional appointment or order an election within 60 days, the County Superintendent of Schools must call an election to fill the vacancy.

- ~~3.2.~~ When a vacancy occurs longer than four months before the end of a Board member's term, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment, unless a special election is mandated as described in item #3 below. When a vacancy occurs from six months to 130 days before a regularly scheduled Board election at which the position is not scheduled to be filled, a special election to fill the position shall be consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which ~~he/she~~ the person was elected to fill. (Education Code 5093)

3. When a vacancy occurs outside of the statutory time windows identified in Items #1 and #2 above, the Board shall, within 60 days of the date of the vacancy or the filing of the member's deferred resignation, either order an election or make a provisional appointment. (Education Code 5091, 5093)

Eligibility

CSBA NOTE: Persons applying or nominated for a Board position must meet the legal qualifications for Board members as detailed in Education Code 35107. Education Code 35107 also provides that a district employee appointed or elected to the Board must resign ~~his/her~~ from district employment before being sworn in or ~~have his/her~~ the employment will be automatically terminated upon being sworn into office. See BB 9220 - Governing Board Elections.

In order to be appointed or elected to fill a vacancy on the Board, a person must meet the eligibility requirements specified in Education Code 35107, as described in BB 9220 - Governing Board Elections.

Provisional Appointments

CSBA NOTE: The following optional paragraph should be modified to reflect district practice. The Board is authorized to make a provisional appointment to fill a vacancy pursuant to ~~item #2~~ item #3 in the section ~~above entitled "Timelines for Filling a Vacancy."~~ above. The law does not specify procedures for making provisional appointments for vacancies caused by reasons other than a failure to elect; however, such procedures must comply with the requirements of the Brown Act (Government Code 54950-54963). Secret ballots are prohibited by Government Code 54953.

~~The following optional paragraph should~~ In addition, only an individual who meets the eligibility requirements specified in Education Code 35107 may be modified appointed to reflect district practice. fill a vacancy.

See CSBA's publication ["Filling a Board Vacancy"](#) for additional information about provisional appointments, including sample questions for interviewing and evaluating candidates.

When authorized by law to make a provisional appointment to fill a vacancy on the Board, the Board shall advertise in the local media to solicit candidate applications or nominations. A committee consisting of less than a quorum of the Board shall ensure that applicants are eligible for Board membership and announce the names of the eligible candidates. The Board shall interview the candidates at a public meeting, accept oral or written public input, and select the provisional appointee by a majority vote.

Within 10 days after the appointment is made, the Board shall post notices of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The notice shall be published in the local newspaper pursuant to Government Code 6061 and posted in at least three public places within the district. (Education Code 5092)

The notice shall contain: (Education Code 5092)

1. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
2. The full name of the appointee
3. The date of appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent within 30 days of the provisional appointment, it shall become an effective appointment

The person appointed shall hold office until the next regularly scheduled election for district Board members and shall be afforded all the powers and duties of a Board member upon appointment. (Education Code 5091)

CSBA NOTE: [Pursuant to Education Code 5091, the County Superintendent of Schools is required to terminate a provisional appointment and order a special election if, within 30 days of the appointment, a petition requesting a special election to fill the vacancy is submitted by registered voters. Pursuant to Education Code 5091, as amended by SB 1061 \(Ch. 831, Statutes of 2022\), any such petition for a special election must contain the county elections official's estimate of the cost of conducting the special election, expressed on a per-student basis. Education Code 5091, as amended, also requires such special election to be conducted not less than 88, nor more than 125, days following the County Superintendent's order of the election, unless the election may be consolidated with a regularly scheduled election which is to take place within 180 days after the issuance of the County Superintendent's order. For the conduct of Board elections, See BB 9220 – Governing Board Elections.](#)

[If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area submit a petition for special election which the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.](#)

Appointment Due to Failure to Elect

CSBA NOTE: The following procedure applies when an appointment is being made because of a failure to elect pursuant to Education Code 5090, 5326, and 5328 (~~item~~ [item](#) #12 in section entitled "Events Causing a Vacancy" above).

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated (i.e., a failure to elect) and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

The procedure for selecting and interviewing candidates shall be the same as the procedures for "Provisional Appointments," as specified above.

Policy Reference UPDATE Service

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Policy Reference Disclaimer:

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

State	Description
Ed. Code 35107	School district employees
Ed. Code 35178	Resignation with deferred effective date
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5090-5095	Vacancies on the board
Ed. Code 5200- 5208	Districts governed by boards of education
Ed. Code 5300-5304	General provisions (i conduct of elections)
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Elec. Code 10600-10604	School district elections
Elec. Code 11381 <u>11000</u> -11386	Candidates for recall
Gov. Code 1064	Absence from state
Gov. Code 1770	Vacancy on the board
Gov. Code 3000-3003	Forfeiture of office
Gov. Code 3060-3075	Removal other than by impeachment
Gov. Code 54950-54963	The Ralph M. Brown Act

Gov. Code 6061

Manner of notice as prescribed in designated section

Pen. Code 88

Bribery; forfeiture from office

Federal

Description

18 USC 704

Military medals or decorations

Management Resources

Description

[Attorney General Opinion](#)

[105 Ops.Cal.Atty.Gen 182 \(2022\)](#)

Attorney General Opinion

58 Ops.Cal.Atty.Gen. 888 (1975)

CSBA Publication

Filling a Board Vacancy, rev. ~~December 2010~~ [2022](#)

Website

CSBA District and County Office of Education Legal Services

Website

California State Attorney General's Office, Quo Warranto Applications

Website

CSBA

Cross References

Code

Description

1340

Access To District Records

1340

Access To District Records

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Organization

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Terms Of Office

9130

Board Committees

9220

Governing Board Elections

9222

Resignation

9224

Oath Or Affirmation

9230

Orientation

9323.2

Actions By The Board

9323.2-E (1)

Actions By The Board

9323.2-E (2)

Actions By The Board

CSBA Sample District Policy Manual
CSBA Sample Manual Site

Bylaw 9323: Meeting Conduct**Status:** ADOPTED

Original Adopted Date: 11/01/2006 | **Last Revised Date:** ~~10/12/01/2019~~2022 | **Last Reviewed Date:** ~~10/12/01/2019~~2022

CSBA NOTE: Education Code 35010 mandates the Governing Board to "prescribe and enforce" rules for its own governance. These rules must not be inconsistent with law or with regulations prescribed by the State Board of Education. The following bylaw provides suggested rules and procedures for meeting conduct and reflects provisions of law as applicable.

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

CSBA NOTE: The law does not specify that a particular set of procedures must govern Board meetings. Although Robert's Rules of Order can serve as a useful guide, the Board may adopt any procedure that allows for the efficient and consistent conduct of meetings.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

CSBA NOTE: The following optional paragraph limits the length of Board meetings and should be revised to reflect district practice.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned **at by 10:00 p.m.** unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, **if necessary, may** subsequently may be adjourned to a later date.

CSBA NOTE: In *Rubin v. City of Burbank*, an appellate court held that inclusion of "sectarian prayer" at city council meetings, which communicated a preference for a particular religious faith and advanced one faith over another, was unconstitutional by directing the prayer "in the name of Jesus." The court held that it would be constitutional to require the city to advise those people conducting the prayer of this limitation. This opinion is consistent with an unpublished 9th Circuit federal court opinion which stated that an invocation "in the name of Jesus" was unconstitutional in that it displayed allegiance to a particular faith.

Some general guidelines for invocations can be found in an Attorney General's opinion (76 Ops.Cal.Atty.Gen. 281 (1993)) which stated that a county board of supervisors could open its sessions with an invocation when the invocation is (1) not required by law as a condition to the official proceedings, (2) not part of the deliberative agenda, (3) not offered, supervised, or approved as to content by a public officer, (4) not officially limited to a particular religion, (5) not

disparaging of others, and (6) not directed towards proselytizing. However, because this is an unsettled area of law that is subject to frequent litigation, it is strongly recommended that districts consult [CSBA District and County Office of Education Legal Services or district](#) legal counsel if they wish to open meetings with an invocation. Note that a different legal analysis applies to student-led or student-initiated prayer; see BP 5127 - Graduation Ceremonies and Activities.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

CSBA NOTE: According to an [The Attorney General opinion \(opined in 61 Ops.Cal.Atty.Gen. 243 \(1978\)\)](#), [that](#) members of a public body have a duty to vote on issues before them so that the public is represented and receives the services which the public body was created to provide. Issues arise when a motion is tied and one Board member has abstained. The general parliamentary rule is that an abstention is counted as agreeing with the action taken by the majority of those who vote, whether affirmatively or negatively (66 Ops.Cal.Atty.Gen. 336 (1983)). However, a stronger argument could be made that the parliamentary rule is in conflict with Education Code 35164 which requires a majority vote of all of the membership of the Board in order for the Board to act (i.e., a majority of all of the membership of the Board must vote affirmatively in order to approve any action). In 55 Ops.Cal.Atty.Gen. 26 (1972), the Attorney General opined that, when a statutory requirement exists that requires an affirmative action of at least a majority of the members of the Board, the general rule that members not voting were deemed to have agreed with the action taken by the majority of those that voted is not applicable.

The following optional paragraph is consistent with CSBA's opinion that a majority of the Board must vote affirmatively for a motion to carry, but the law is not settled and contrary legal opinions may exist. It is strongly recommended that the district consult with [CSBA District and County Office of Education Legal Services or district](#) legal counsel and modify the following paragraph to ensure consistency with district practice.

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

CSBA NOTE: The following paragraph applies only to districts with seven member boards and should be deleted by districts with a three or five member board.

Provided the Board typically has seven members and there are no more than two vacancies on the Board, the vacant position(s) shall not be counted for purposes of determining how many members of the Board constitute a majority. In addition, whenever any provisions of the Education Code require unanimous action of all or a specific number of the members, the vacant position(s) shall not be counted for purposes of determining the total membership constituting the Board. (Education Code 35165)

Public Participation

CSBA NOTE: Pursuant to Government Code 54953.3, members of the public cannot be required to register their names, complete a questionnaire, or provide other information as a condition of attending a Board meeting-, [except that if the meeting is conducted using remote public](#)

participating or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider. If an attendance list or similar document is posted near the entrance or circulated during the meeting, it must clearly state that signing or completing the document is voluntary.

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

CSBA NOTE: Education Code 35145.5 mandates the Board to adopt regulations which ensure that the public can address the Board regarding agenda items, as specified below.

District employees have the same right as members of the public to address the Board during a public Board meeting. In 90 Ops.Cal.Atty.Gen. 47 (2007), the Attorney General opined that, under the Ralph M. Brown Act, an administrative district employee cannot be prohibited from attending a Board meeting or from speaking during the public comment period, including comments on an employment-related issue.

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the

public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits.

CSBA NOTE: Government Code 54954.3 authorizes reasonable regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Such reasonable regulations must ensure that the intent of allowing the public an adequate opportunity to speak to the Board is carried out. The following paragraph should be revised to reflect district practice.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:
 - a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.
 - b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

CSBA NOTE: The following optional item addresses the issue of specific charges or complaints against district employees in open Board meetings. Although the Board may inform the speaker of appropriate district complaint procedures, it cannot prohibit criticisms of the district and its employees, no matter how harsh. Board members and staff may briefly respond to the concerns raised by the complainant at the meeting.

In *Baca v. Moreno Valley Unified School District*, a federal district court issued a preliminary injunction against the district prohibiting it from enforcing its policy barring criticism of employees at public Board meetings. The court found that the district's policy violated the plaintiff's First Amendment rights by restricting the

content of her speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. It is recommended that the Board consult [CSBA District and County Office of Education Legal Services or district](#) legal counsel if a question arises regarding public criticism of a district employee.

- c. The Board shall not prohibit public criticism of district employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

CSBA NOTE: As provided in item #7 below, Government Code 54957.9 authorizes the Board to remove persons who willfully disrupt or disturb a meeting. Examples of disruptive conduct might include conduct that is extremely loud, disturbing, or creates a health or safety risk. In *McMahon v. Albany Unified School District*, the court held that a speaker's constitutional rights were not violated when he was removed from a Board meeting after dumping a substantial amount of garbage on the floor of the meeting room. Because the speaker was not removed based on the content of his speech, the court upheld his conviction for a willful disruption of a public meeting. In *City of San Jose v. Garbett*, the court held that a legislative body may exclude from a meeting a person who has expressed a credible threat of violence that would place reasonable persons in fear for their safety or the safety of their immediate family and that serves no legitimate purpose.

However, the courts have found that a person's conduct must actually disrupt the meeting in order to warrant ejection. In *Norse v. City of Santa Cruz*, the court held that the city council improperly ejected a member of the public who gave the council a silent Nazi salute, on the grounds that the action did not interfere with the proceedings of the meeting.

7. The Board president shall not permit ~~any disturbance or willful interruption~~ actual disruption of Board meetings. ~~Persistent~~ Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board:

~~The Board may remove disruptive individuals and~~ and remove the individual from the meeting.

CSBA NOTE: Government Code 54957.95, as added by SB 1100 (Ch. 171, Statutes of 2022), authorizes the presiding member of the Board or designee to remove an individual for disrupting a Board meeting, and establishes a procedure for warning the individual prior to removal, as specified below. However, no warning is required before removing an individual if their behavior constitutes a use of force or a true threat of force.

Because of the potential impact on the public's access to open meetings, it is recommended that the Board consult CSBA District and County Office of Education Legal Services or district legal counsel if a question arises regarding the procedures for removing a disruptive individual, or if an individual's behavior warrants removal from a meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after

being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

7. True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When such disruptive conduct occurs, the Superintendent or designee shall contact local law enforcement as necessary.

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

CSBA NOTE: Government Code 54953.5 provides that any person attending an open meeting may record it with an audio or video recorder or a still or motion picture camera unless the Board makes a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view which would persistently disrupt the meeting. Government Code 54953.6 requires a similar finding before the Board can prohibit or restrict a broadcast of its meetings.

The following paragraph extends the right to record an open meeting to include recordings made by other devices such as a cell phone.

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would

persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

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Policy Reference Disclaimer:

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State	Description
CCP. 527.8	Workplace violence safety
Ed. Code 32210	Willful disturbance of public school or meeting
Ed. Code 35010	Control of district; prescription and enforcement of rules
Ed. Code 35145.5	Agenda; public participation; <u>and</u> regulations
Ed. Code 35163	Official actions; <u>minutes and journal</u>
Ed. Code 35164	Actions by majority vote
Ed. Code 35165	Effect of vacancies upon majority and unanimous votes by seven member board
Ed. Code 5095	Powers of remaining board members and new appointees
<u>Elec. Code 18340</u>	<u>Prevention or hinderance of electors assembling in public meeting</u>
Gov. Code 54953.3	Prohibition against conditions for attending a board meeting <u>Meetings to be open and public; remote attendance</u>
Gov. Code 54953.5	Audio or video recording of proceedings
Gov. Code 54953.6	Broadcasting of proceedings
Gov. Code 54954.2	Agenda posting requirements; <u>board actions</u>
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54957	Closed session personnel matters
Gov. Code 54957.9	Disorderly conduct of general public during meeting; clearing of room
<u>Gov. Code 54957.95</u>	<u>Opening meetings; orderly conduct</u>
Pen. Code 403	Disruption of assembly or meeting
Management Resources	Description
Attorney General Opinion	55 Ops.Cal.Atty.Gen. 26 (1972)
Attorney General Opinion	61 Ops.Cal.Atty.Gen. 243, 253 (1978)

Attorney General Opinion	63 Ops.Cal.Atty.Gen. 215 (1980)
Attorney General Opinion	66 Ops.Cal.Atty.Gen. 336 (1983)
Attorney General Opinion	76 Ops.Cal.Atty.Gen. 281 (1993)
Attorney General Opinion	90 Ops.Cal.Atty.Gen. 47 (2007)
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
Court Decision	City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Court Decision	McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Court Decision	Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Court Decision	Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
1000	Concepts And Roles
1100	Communication With The Public
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1313	Civility
3100	Budget
3100	Budget

3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3312	Contracts
9005	Governance Standards
9100	Organization
9121	President
9130	Board Committees
9200	Limits Of Board Member Authority
9230	Orientation
9270	Conflict Of Interest
9270-E(1)	Conflict Of Interest
9310	Board Policies
9320	Meetings And Notices
9321	Closed Session
9321-E(1)	Closed Session
9321-E(2)	Closed Session
9322	Agenda/Meeting Materials
9323.2	Actions By The Board
9323.2-E(1)	Actions By The Board
9323.2-E(2)	Actions By The Board
9324	Minutes And Recordings

- Student Learning and Achievement
- Health and Safety of Students and Schools
- Credibility and Communication
- Fiscal Solvency, Accountability and Integrity

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

SUBJECT: Future Agenda Items

DATE: May 18, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be ... submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the May 18, 2023 Regular Board Meeting:

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits (Fall 2023)
- Added April 26, 2023: The WAVE Program (September 2023)