



**SPRECKELS UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES MEETING  
THURSDAY, MAY 2, 2024**

**OPEN SESSION: 6:30 p.m., District Office, Board Room  
CLOSED SESSION: 6:35 p.m., District Office, Conference Room  
OPEN SESSION: 7:00 p.m., District Office, Board Room**

**AGENDA**

**Public Participation**

Members of the public are welcome to participate in the meetings of the Board. If a member of the public desires to address the Board, that individual needs to complete a speaker request form and indicate if the specific agenda item that they wish to address, or if the item is for general public comment on any item within the subject matter jurisdiction of the Board. Comments on all topics, both those on the agenda and those not on the agenda, will be made at the beginning of the meeting during the time designated for "Individuals desiring to address the Board." General public comments will generally be heard first, followed by comment on specific agenda items. The Board President may limit the time of presentation to three minutes per speaker, per subject, and a maximum of twenty minutes for each subject matter. No action may be taken by the Board on matters not on the agenda unless Government Code 54954 is evoked by the Trustees.

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

**1. Opening Business**

1.1 Call Public Session to Order

1.2 Roll Call

- Chris Hasegawa, President
- Stephanie McMurtrie Adams, Vice President
- Peter Odello, Clerk
- Frank Devine, Member
- Steve McDougall, Member

1.3 Disclosure of item(s) to be discussed in closed session

1. Conference with labor negotiators: Provide direction to district negotiators regarding negotiations with:
  - a. California School Employees Association
  - b. Spreckels Teachers Association
  - c. Unrepresented employees  
(Management/supervisory/confidential)unit
2. Public Employee discipline/dismissal/release/complaint
3. Liability Claims and Potential Litigations
4. Superintendent's Evaluation

1.4 Public Comment on Closed Session Items

MOTION TO ADJOURN TO CLOSED SESSION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**2. Closed Session, 6:35 p.m. - 6:55 p.m.**

The Board of Trustees will meet to consider matters appropriate for closed session in accordance with Government Code Sections 3549.1, 54956.7 through 54957.7 and Education Code Section 35146.

Note: In the event that all closed session items listed have not been discussed in the time allotted, the closed session will reconvene at the end of open session

MOTION TO RECONVENE TO OPEN SESSION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**3. Reconvening to Open Session**

- 3.1 Pledge of Allegiance
- 3.2 Adoption of Agenda  
MOTION TO APPROVE THE AGENDA  
BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_
- 3.3 Announcement of action(s) taken in closed session (if any)
- 3.4 Recognition
  - Spreckels Elementary School Spelling Champions
- 3.5 Individuals desiring to address the Board (items not on the agenda)
- 3.6 Individuals desiring to address the Board (specific agenda items)
- 3.7 Bargaining unit presentations (five minutes for each):
  1. Spreckels Teachers Association
  2. California School Employees Association
- 3.8 Board member comments
- 3.9 Oral and written communications
- 3.10 Reports
  1. Superintendent
  2. Buena Vista Middle School principal
  3. Spreckels Elementary School principal
  4. SUEF, PTO, BVBC representatives

**4. Business**

**Information**

- 4.1 Program Updates
  1. Facilities
  2. Food Service
  3. Transportation
- 4.2 [2024-25 Class Configuration Update 4.26.2024.pdf](#)  10 - 11
- 4.3 Report of School District Attendance 2023-24 Period 2 12 - 14
  - [2023-24 Historical ADA P2.pdf](#) 

- [2023-24 P2 wClass size penalty & Apportionment Submission 4.23.24.pdf](#)

4.4 [April 2024 Fund Balance Report.pdf](#) 15 - 25

4.5 2022-23 Building Fund (Measure B) Financial and Performance Audit 26 - 52

- [2023 Final Communication with Governance - Spreckels Bond.pdf](#)
- [Spreckels Union Bond Rpt 23.pdf](#)

4.6 [2024-25 Budget Development Process Highlights.pdf](#) 53 - 60

**Action**

4.7 Major Provisions of the Tentative Agreement, dated 2/26/2024, with the Certificated Bargaining Unit 61 - 82

- [2023-24 STA TA 022624 AB1200 042924.pdf](#)
- [2023-24 Certificated Salary Schedule Final.pdf](#)
- [2023-24 School Counselor Salary Schedule.pdf](#)
- [2023-24 Speech and Language Pathologist Sal Schedule.pdf](#)

MOTION TO \_\_\_\_\_ MAJOR PROVISIONS OF THE TENTATIVE AGREEMENT, DATED 02/26/2024, WITH THE CERTIFICATED BARGAINING UNIT

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

4.8 Resolution 23-24/15 per the Major Provisions of the Tentative Agreement, dated 2/26/2024, with the Certificated Bargaining Unit Budget Revision 83

- [23-24 15 Board Resolution - Budget Rev STA TA 02-26-24.pdf](#)

MOTION TO \_\_\_\_\_ BY ROLL CALL VOTE RESOLUTION 23-24/15 PER THE MAJOR PROVISIONS OF THE TENTATIVE AGREEMENT, DATED 2/26/2024, WITH THE CERTIFICATED BARGAINING UNIT BUDGET REVISION








BY: \_\_\_\_\_ SECOND: \_\_\_\_\_

\_\_\_\_ FRANK DEVINE \_\_\_\_ CHRIS HASEGAWA

\_\_\_\_ STEVEN MCDUGALL \_\_\_\_ PETER ODELLO

\_\_\_\_ STEPHANIE MCMURTRIE ADAMS



- 4.9 Major Provisions of the Tentative Agreement, dated 4/9/2024, with the Classified Bargaining Unit 84 - 111
- [2023-24 CSEA TA 040924 AB1200 042924.pdf](#) 
  - [2023-24 Classified Salary Schedule Final.pdf](#) 
- MOTION TO \_\_\_\_\_ MAJOR PROVISIONS OF THE TENTATIVE AGREEMENT, DATED 4/9/2024, WITH THE CLASSIFIED BARGAINING UNIT
- BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_
- AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_
- 4.10 Resolution 23-24/16 per the Major Provisions of the Tentative Agreement, dated 4/9/2024, with the Classified Bargaining Unit Budget Revision 112
- [23-24 16 Board Resolution - BudgetRev CSEA TA 04-09-24.pdf](#) 
- MOTION TO \_\_\_\_\_ BY ROLL CALL VOTE RESOLUTION 23-24/16 PER THE MAJOR PROVISIONS OF THE TENTATIVE AGREEMENT, DATED 4/9/2024, WITH THE CLASSIFIED BARGAINING UNIT BUDGET REVISION
- BY: \_\_\_\_\_ SECOND: \_\_\_\_\_
- \_\_\_\_ FRANK DEVINE \_\_\_\_ CHRIS HASEGAWA
- \_\_\_\_ STEVEN MCDUGALL \_\_\_\_ PETER ODELLO
- \_\_\_\_ STEPHANIE MCMURTRIE ADAMS
- 4.11 2023-24 Confidential, Management, including Superintendent, salary schedules 113 - 114
- [2023-24 Confidential Salary Schedule Final.pdf](#) 
  - [2023-24 Management Salary Schedule Final.pdf](#) 
- MOTION TO \_\_\_\_\_ 2023-24 CONFIDENTIAL, MANAGEMENT, INCLUDING SUPERINTENDENT, SALARY SCHEDULES
- BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_
- AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_
- 4.12 Spreckels Elementary School - Solar Project Proposals 115 - 126
- [SUSD Spreckels ES Solar BSK Proposal Estimate C24000796.pdf](#) 
  - [SUSD Spreckels ES Solar PV Spread Footongs Change Order Proposal.pdf](#) 
- MOTION TO \_\_\_\_\_ SPRECKELS ELEMENTARY SCHOOL - SOLAR PROJECT PROPOSALS

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

4.13 Schedule special board meeting on June \_\_\_\_\_, 2024 at \_\_\_\_\_p.m.

MOTION TO SCHEDULE SPECIAL BOARD MEETING ON JUNE \_\_\_\_\_, 2024 AT \_\_\_\_\_ P.M.

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

## 5. Curriculum/Instruction



### Information

5.1 Bullying Prevention Update

5.2 Intervention Program Update 127 - 140

- [Spreckels Intervention Overview Presentation.pdf](#) 

5.3 Special Education Program Update 141 - 144

- [Special education program cost analysis Apr 2024.pdf](#) 
- [2023-24 SpEd report SUSD to Bd 05-02-24.pdf](#) 

### Action

- None

## 6. Personnel

### Information

- None

### Action

6.1 [Final Read - District Administrative Assistant Job Description.pdf](#)  145 - 147

MOTION TO \_\_\_\_\_ FINAL READ - DISTRICT ADMINISTRATIVE ASSISTANT JOB DESCRIPTION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

6.2 [First Read - School site secretary Job Description.pdf](#)  148 - 149

MOTION TO \_\_\_\_\_ FIRST READ - SCHOOL SITE SECRETARY JOB DESCRIPTION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

6.3 [First Read - Music Teacher job description.pdf](#)  150 - 151

MOTION TO \_\_\_\_\_ FIRST READ - MUSIC TEACHER JOB DESCRIPTION

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

## 7. Administration

### Information

7.1 Committees Update

7.2 [BP 1431 Waivers & Bylaw 9321 Closed Session - clarification & discussion.pdf](#)  152 - 167

### Action

7.3 Final read BB/BR/BE 9270 Conflict of Interest Policies 168 - 183

- [SUSD BB 9270 9-16 - edit 1-24.pdf](#) 

- [SUSD BE 9270 9-16 - edit 1-24.pdf](#) 

- [SUSD BR 9270 5-18 - edit 1-24.pdf](#) 

MOTION TO \_\_\_\_\_ FINAL READ BB/BR/BE 9270 CONFLICT OF INTEREST POLICIES

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

7.4 [First Read - Policy 0441.2 Cybersecurity and Data Privacy.pdf](#)  184 - 185

MOTION TO \_\_\_\_\_ FIRST READ - POLICY 0441.2 CYBERSECURITY AND DATA PRIVACY

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

7.5 [First Read - March 2024 policies per guidesheet.pdf](#)  186 - 194

MOTION TO \_\_\_\_\_ FIRST READ - MARCH 2024 POLICIES PER GUIDESHEET

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

## 8. Consent Items

All items under the consent agenda may be discussed and considered separately or may be entered under one motion and action or individually at the Board's prerogative

### Approval of board meeting minutes

- 8.1 [April 4, 2024 regular meeting](#)  195 - 203

### Business

- 8.2 [Warrants Listing period ending April 2024.pdf](#)  204 - 206

- 8.3 Contracts 207 - 231

- [Spreckels Union SD CA University of West Florida MOU FULLY EXECUTED.pdf](#) 
- [SUSD Jazz Club contract - Arman Sangalang Executed April 2024.pdf](#) 
- [SUSD The Lew Edwards Group - Consulting contract signed 2024.pdf](#) 
- [University of Massachusetts Global MOU Renewal.pdf](#) 

- 8.4 [Donation Listing April 2024.pdf](#)  232

- 8.5 Surplus Inventory

- None

- 8.6 Personnel

- Public Resignation/Retirement/Termination

Name	Assignment	Effective Date
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None

- Public Employment

Name	Assignment	Effective Date
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Jared Lopez-Leon	Technology Tech	4/4/2024
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## 9. Future Agenda Items

June 6, 2024 board meeting, District Office @7:00pm

- Subsequent Master Agenda Calendar
- 2024-25 Class Configurations
- Elementary School Transitional Kindergarten Classroom Teacher job description revision
- Chromebook service agreement
- Monterey County Office of Education review of 2023-24 Second Interim Report

**10. Adjournment**

MOTION TO ADJOURN

BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

AYES \_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Posted

## Class Configurations for 2024-2025

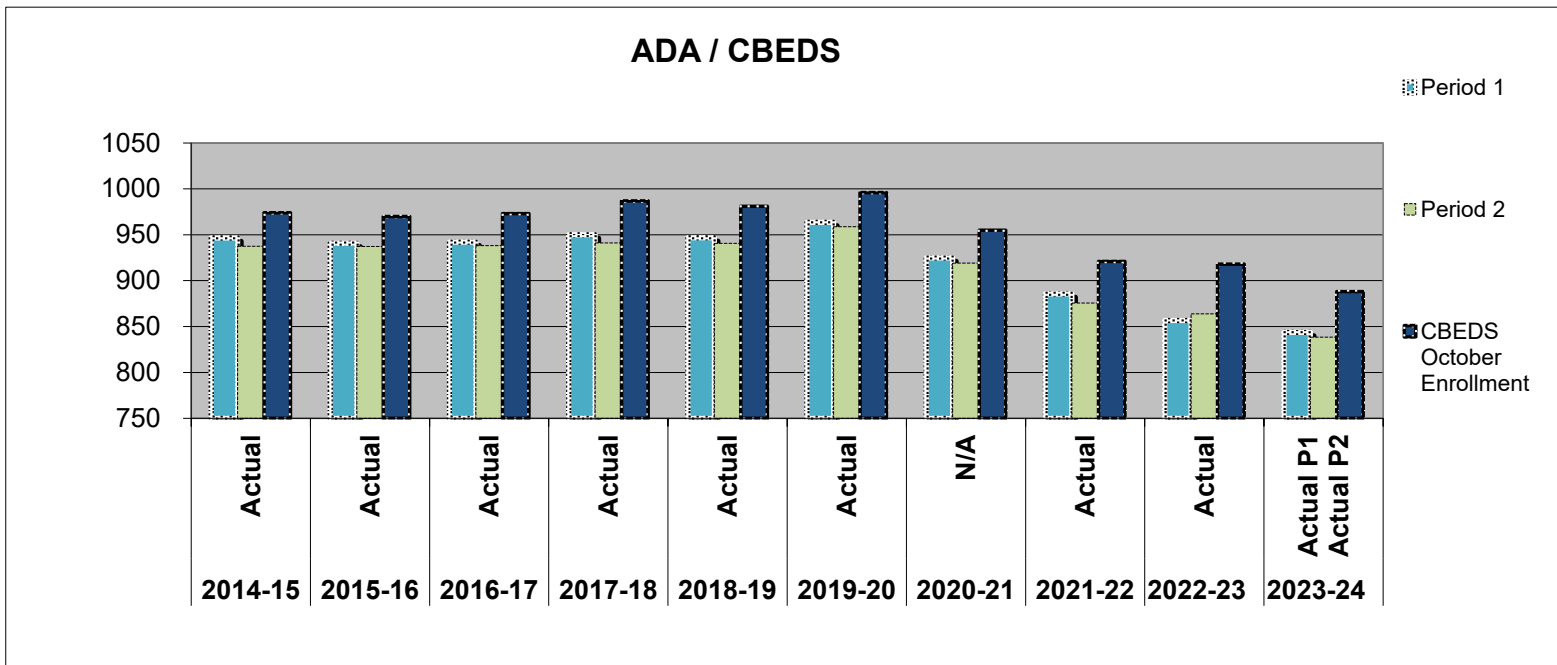
M1	a	b	c	d	e	f	g	h	i	j	k	l	M2			
	Friday April 26, 2024															
1	Spreckels School	TK	Kinder	1st	2nd	3rd	4th	5th	SDC	H I			TOTAL	Released	Pending	
2	<b>Projection</b>	19	51	73	84	86	86	89	4	6			<b>498</b>	<u>Inter-D</u>	<u>Inter-D</u>	
3														<u>New</u>	<u>New</u>	<u>Total</u>
4	<b>Transition Kinder</b>															
5	<b>Class 1</b>	19												<b>4</b>	<b>12</b>	16
6		19														
7					0 ID Accepted											
8	<b>Kinder</b>															
9	<b>Class 2</b>		17											<b>7</b>	<b>4</b>	11
10	<b>Class 3</b>		17													
11	<b>Class 4</b>		17													
12			51 (31 TK from current year/20 New)													
13			0 ID Accepted													
14	<b>First</b>															
15	<b>Class 5</b>			25										<b>0</b>	<b>0</b>	0
16	<b>Class 6</b>			24												
17	<b>Class 7</b>			24												
18			73													
19					1 ID Accepted											
20	<b>Second</b>															
21	<b>Class 8</b>				28									<b>0</b>	<b>0</b>	0
22	<b>Class 9</b>				28											
23	<b>Class 10</b>				28											
24			84													
25					0 ID Accepted											
26	<b>Third</b>															
27	<b>Class 11</b>					29								<b>2</b>	<b>0</b>	2
28	<b>Class 12</b>					29										
29	<b>Class 13</b>					28										
30			86													
31					0 ID Accepted											
32	<b>Fourth</b>															
33	<b>Class 14</b>						29							<b>0</b>	<b>0</b>	0
34	<b>Class 15</b>						29									
35	<b>Class 16</b>						28									
36			86													
37					1 ID Accepted											
38	<b>Fifth</b>															
39	<b>Class 17</b>							30						<b>1</b>	<b>0</b>	1
40	<b>Class 18</b>							30								
41	<b>Class 19</b>							29								
42			89													
43			0 ID Accepted													
44	<b>SDC</b>			1	2	1			4							
45	<b>H. I.</b>						3	3	6							
46									<b>10</b>	<b>TOTAL Grade</b>			<b>488</b>	<b>Total</b>		
47														<b>Release</b>	<b>Pending</b>	
48														<u>d ID</u>	<u>ID</u>	<u>Total</u>
49														<b>14</b>	<b>16</b>	<b>30</b>
50																

51	BVMS	6th	7th	8th	SDC	HI	TOTAL			
52		93	114	116	0	7	330			
53									<u>Released</u>	<u>Pending</u>
54	<b>Sixth</b>								<u>New</u>	<u>New</u>
55	Class 1			24					1	0
56	Class 2			23						
57	Class 3			23						
58	Class 4			23						
59		93			3	ID Accepted				
60	<b>Seventh</b>									
61	Class 5			29					6	0
62	Class 6			29						
63	Class 7			28						
64	Class 8			28						
65		114			15	ID Accepted				
66	<b>Eighth</b>									
67	Class 9			29					3	0
68	Class 10			29						
69	Class 11			29						
70	Class 12			29						
71					116	1	ID Accepted			
72	SDC					0				
73	HI			3	2	2				
74						7	TOTAL GE	323		
75							w/Spec Ed	7		
76							TOTAL w/Spec Ed	330		
77										
78							Total District Enrollment (Includes SDC & HI)	828		
79									24	16
80										
81										
82										
83									<u>Released</u>	<u>Pending</u>
84									<u>Inter-D</u>	<u>Inter-D</u>
85									<u>New</u>	<u>New</u>
86	February 6, 2024	Totals	SS-479	BV-320				799	16	17
87	March 7, 2024	Totals	SS-487	BV-327				814	16	17
88	March 28, 2024	Totals	SS-490	BV-330				820	17	19
89	April 26, 2024	Totals	SS-498	BV-330				828	24	16
90										
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109										

# Spreckels Union School District

## Historical ADA / CBEDS

	a	b	c	d	e	f	g	h	i	j	
1	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
2	Actual	Actual	Actual	Actual	Actual	Actual	N/A	Actual	Actual	Actual P1 Actual P2	
3	Period 1	946.51	940.61	942.03	949.93	946.74	963.51	924.81	885.57	856.63	843.59
4	Period 2	937.50	937.19	938.22	941.15	940.66	958.70	919.20	875.55	863.74	838.51
5	CBEDS October Enrollment	974	970	973	987	981	996	955	921	918	888
6		P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS	P1/CBEDS
7	Attendance Rate	97.18%	96.97%	96.82%	96.24%	96.51%	96.74%	96.84%	96.15%	93.31%	95.00%
8		P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS	P2/CBEDS
9		96.25%	96.62%	96.43%	95.35%	95.89%	96.26%	96.25%	95.07%	94.09%	94.43%



- 11 14-15 CBEDS; SS - 609(62.5%) BV - 365(37.5%)
- 12 15-16 CBEDS; SS - 600(62%) BV - 370(38%)
- 13 16-17 CBEDS; SS - 610(63%) BV - 363(37%)
- 14 17-18 CBEDS; SS - 641(65%) BV - 346(35%)
- 15 18-19 CBEDS; SS - 637(65%) BV - 344(35%)
- 16 19-20 CBEDS; SS - 662(66%) BV - 334(34%)
- 17 20-21 CBEDS; SS - 619(65%) BV - 336(35%)
- 18 21-22 CBEDS; SS - 604(66%) BV - 317(34%)
- 19 22-23 CBEDS; SS - 583(64%) BV - 335(36%)
- 20 23-24 CBEDS; SS - 555(62.5%) BV - 333(37.5%)

Note: CBEDS and Period Attendance Reports do not include MCOE program placements



# 2023-24 P2 Principal Apportionment Submission

Record Information			
Entity Information	Details	Validation Information	Certification Information
County: Monterey District: Spreckels Union Elementary CDS Code: 27 66225 0000000 Data ID: F7E4C197	Last Saved By: <a href="#">jpollock</a> Last Saved Date: 4/22/2024 4:36:48 PM Last Validation By: <a href="#">jpollock</a> Last Validation Date: 4/22/2024 4:37:35 PM	Number of Records: 1 Number of Errors: 0 Number of Warnings: 0 Passed Data Validation: Yes	School District: <a href="#">jpollock</a> - 4/23/2024 10:19:55 AM County Office of Education: None <a href="#">View Certification</a>

[Regular ADA](#) | 
 [Other](#) | 
 [Prior Year ADA Adjustments](#) | 
 [Notes](#)

## Regular ADA

Data ID: F7E4C197

Does the school district have Transitional Kindergarten (TK) ADA to report?  
 YES (include TK ADA on Line A-1 and report TK ADA only on Line B-5)

NO

Regular ADA	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Regular ADA (includes Opportunity Classes, Home and Hospital, Special Day Class, and Continuation Education)	A-1 347.98	273.62	216.64	0	838.24
Extended Year Special Education [EC 56345 (b)(3)] (Divisor 175)	A-2 0.09	0.09	0.09	0	0.27
Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Childrens Institutions	A-3 0	0	0	0	0
Extended Year Special Education - Nonpublic, Nonsectarian Schools [EC 56366 (a)(7)] and/or Nonpublic, Nonsectarian Schools - Licensed Childrens Institutions (Divisor 175)	A-4 0	0	0	0	0
Community Day School [EC 48660] (Divisor 70/135/180)	A-5 0	0	0	0	0
<b>ADA Totals (Sum of A-1 through A-5)</b>	<b>A-6 348.07</b>	<b>273.71</b>	<b>216.73</b>	<b>0</b>	<b>838.51</b>

[Regular ADA](#) | 
 [Other](#) | 
 [Prior Year ADA Adjustments](#) | 
 [Notes](#)

## Other

**Independent Study**

	TK/K-3	Grades 4-6	Grades 7-8	Grades 9-12	Total
Full-Time Traditional Independent Study ADA, pursuant to EC 51747, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-1 0	0	0	0	0
Full-Time Traditional Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-2 0	0	0	0	0
Course Based Independent Study ADA, pursuant to EC 51749.5, included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-3 0	0	0	0	0
Course Based Independent Study ADA not eligible for general funding, pursuant to EC 51745.6, and not included in Section A or in the Attendance Supplement School District, Attendance Basic Aid Choice/Court-Ordered Voluntary Pupil Transfer, and Attendance Basic Aid Open Enrollment entry screens	B-4 0	0	0	0	0

**Transitional Kindergarten**

2023-24 school year: only students who turn 5 between September 2nd and April 2nd may generate ADA beginning the first day of the school year. Exclude ADA for students turning 5 between April 3rd and the end of the school year until their 5th birthday.

ADA for Students in Transitional Kindergarten pursuant to EC 46300 and 48000(c) included in Section A (Lines A-1 through A-5, TK/K-3 Column, First Year ADA Only)

B-5	30.15				30.15
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**Continuation Education and Opportunity Classes**

ADA for Students in Continuation Education included in Section A (Line A-1, Grades 9-12 Column)	B-6			0	0
ADA for Students in Opportunity Classes included in Section A (Line A-1, Total Column)	B-7				0

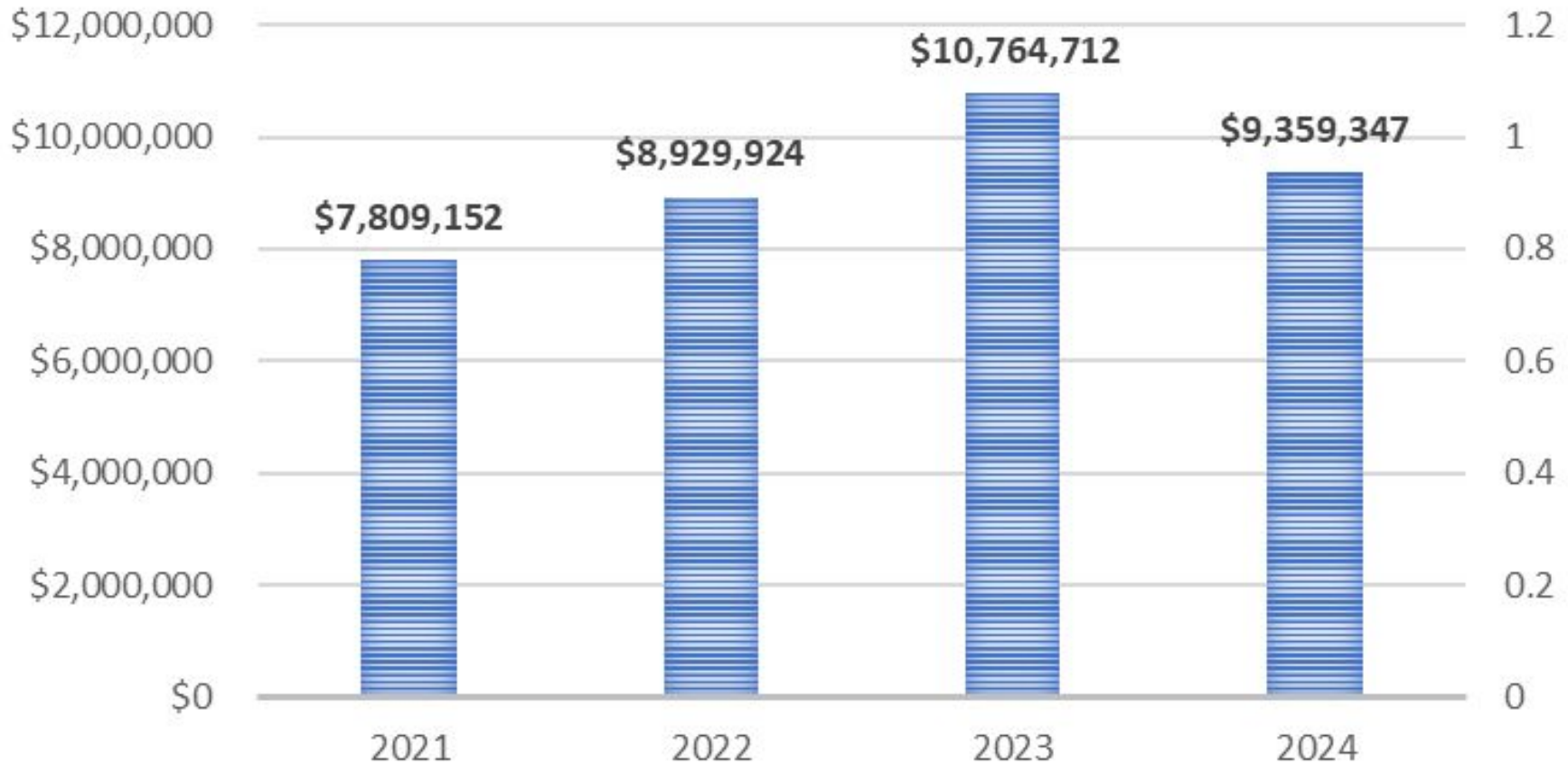
SUSD								
2023-24 Period Two w class size penalties								
TK/K			Grades 4-6			Grades 7-8		
REGULAR ADA								
includes Home and Hospital, and Special Day Class								
Grade	ADA	Last Day Count	Grade	ADA	Last Day Count	Grade	ADA	Last Day Count
TK	14.600	14	4	28.520	29	7ADA	109.470	115
TK	15.550	17	4	27.160	29			
			4	28.550	30	8ADA	107.170	114
K	23.830	24						
K	22.760	23	5	24.020	25			
K	23.490	24	5	22.640	23			
SDC K	0.920	1	5	22.910	24			
			5	22.840	24			
1	19.360	21	SDC5	0.880	1			
1	21.250	22						
1	21.040	22	6ADA	96.100	99			
1	19.140	20						
SDC 1	1.460	2						
2	26.930	29						
2	27.470	28						
2	27.930	29						
SDC 2	0.790	1						
3	28.020	29						
3	26.820	28						
3	26.620	27						
SDC3								
	347.980			273.620			216.640	
entered as	347.98			273.62			216.64	
TK/K			Grades 4-6			Grades 7-8		
Special Education NPS								
	0.090			0.090			0.090	
TK/K			Grades 4-6			Grades 7-8		
Special Education NPS - ESY								
TOTAL TO SARC								
SES	621.600	96.100	525.500	<b>525.50</b>				
BVMS	216.640	96.100	312.740	<b>312.74</b>				
			total	<b>838.24</b>				

	Count	grade level	class size average	total last date count
tk/kn @14	1	Tk	14.00	14
tk/kn @17	1	Tk	17.00	17
tk/kn @23	1	kn	23.00	23
tk/kn @24	2	kn	24.00	48
total classrooms k w/tk	5		20.40	102
1-3 @20	1		20.00	20
1-3 @21	1		21.00	21
1-3 @22	2		22.00	44
1-3 @27	1		27.00	27
1-3 @28	2		28.00	56
1-3 @29	3		29.00	87
total classrooms 1-3	10			255
average	25.50			
total 4-8 enrolled	513			
total classrooms	19			
average	27.00			
	838.240			
	838.24			
	0.27			

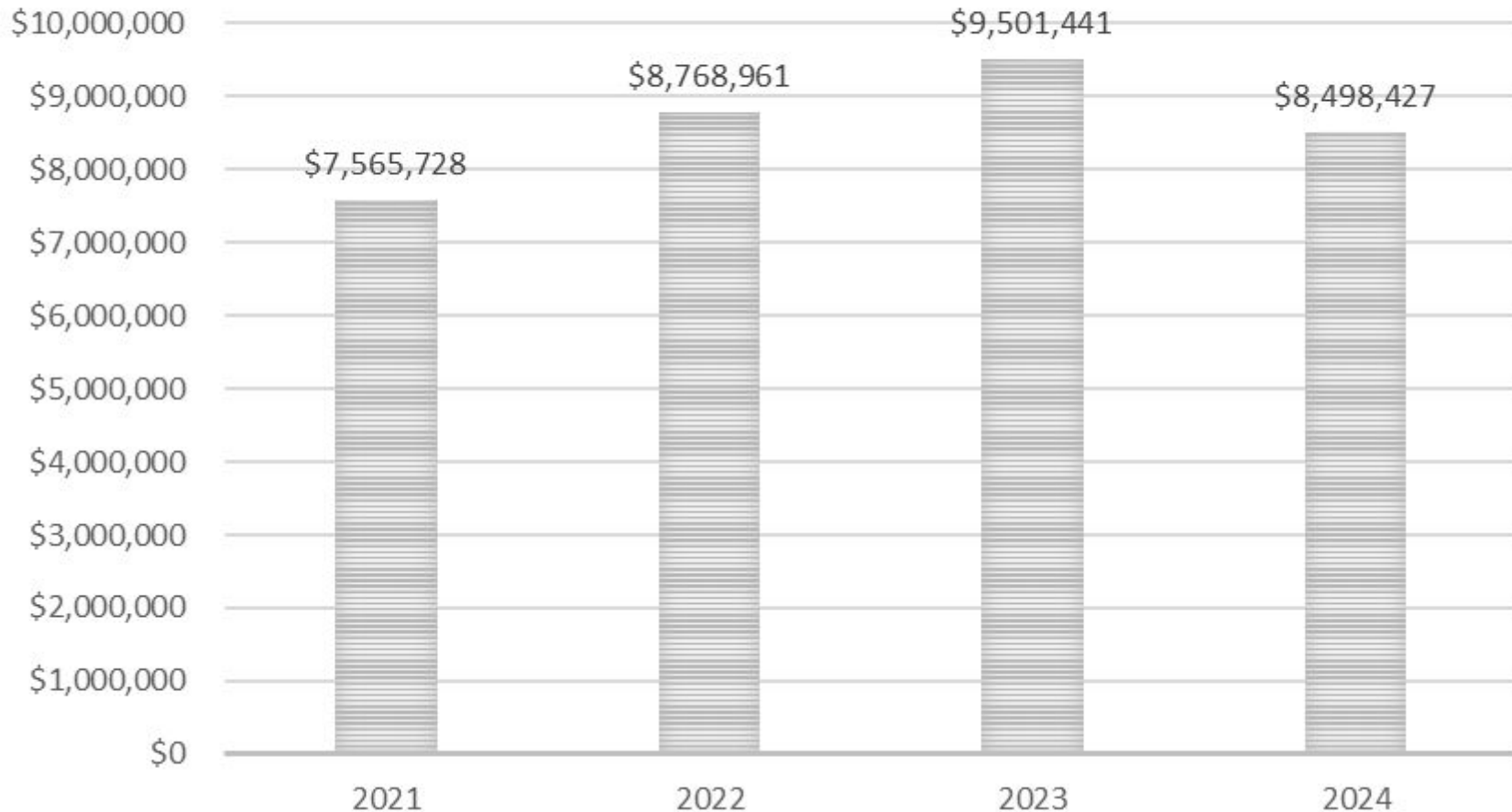
## Net Surplus/(Deficit) as of April 30, 2024

	2021	2022	2023	2024
<b>Revenues</b>	<b>\$ 7,809,152</b>	<b>\$ 8,929,924</b>	<b>\$ 10,764,712</b>	<b>\$ 9,359,347</b>
<b>Expenditures</b>				
Certificated Salaries	\$ 3,132,898	\$ 3,325,819	\$ 3,789,971	\$ 3,124,909
Classified Salaries	\$ 1,270,612	\$ 1,367,648	\$ 1,347,355	\$ 1,367,609
Employee Benefits	\$ 1,641,094	\$ 1,773,187	\$ 1,962,803	\$ 1,842,560
Books and Supplies	\$ 460,150	\$ 382,748	\$ 401,860	\$ 362,657
Services and Operating Expenses	\$ 909,120	\$ 1,015,328	\$ 1,333,094	\$ 1,323,213
Capital Outlay	\$ 7,382	\$ 627,125	\$ 215,502	\$ -
Other Outgoing	\$ 144,473	\$ 277,106	\$ 450,856	\$ 477,479
<b>Total Expenditures</b>	<b>\$ 7,565,729</b>	<b>\$ 8,768,961</b>	<b>\$ 9,501,441</b>	<b>\$ 8,498,427</b>
<b>Operating Surplus/(Deficit)</b>	<b>\$ 243,423</b>	<b>\$ 160,963</b>	<b>\$ 1,263,271</b>	<b>\$ 860,920</b>
<b>Other Financing Sources/Uses</b>				
Interfund Transfers Out	\$ (25,000)	\$ (75,000)	\$ (100,000)	\$ (50,000)
<b>Net Surplus/(Deficit)</b>	<b>\$ 218,423</b>	<b>\$ 85,963</b>	<b>\$ 1,163,271</b>	<b>\$ 810,920</b>

# REVENUE BALANCES (ACTUALS)



# TOTAL EXPENDITURES (ACTUALS)



# NET (ACTUAL) ENDING FUND BALANCES



Fund 01 - General Fund		Fiscal Year 2024 through 04/29/2024				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
LCFF Revenue Sources	(8010-8099)	10,184,610.00	7,419,239.54		2,765,370.46	27%
Federal Revenue	(8100-8299)	688,759.00	114,041.66		574,717.34	83%
Other State Revenue	(8300-8599)	1,206,272.00	873,505.43		332,766.57	28%
Other Local Revenue	(8600-8799)	1,066,887.00	952,560.14		114,326.86	11%
<b>Total Revenues</b>		<b>13,146,528.00</b>	<b>9,359,346.77</b>		<b>3,787,181.23</b>	<b>29%</b>
<b>EXPENDITURES</b>						
Certificated Salaries	(1000-1999)	4,582,361.00	3,124,909.19	.00	1,457,451.81	32%
Classified Salaries	(2000-2999)	1,857,032.00	1,367,608.86	.00	489,423.14	26%
Employee Benefits	(3000-3999)	2,932,380.00	1,842,559.70	.00	1,089,820.30	37%
Books and Supplies	(4000-4999)	519,050.00	362,656.54	1,633.66	154,759.80	30%
Services & Operating Expenses	(5000-5999)	2,517,658.00	1,323,213.37	211,720.41	982,724.22	39%
Other Outgo	(7100-7299, 7400-7499)	654,611.00	477,479.12	.00	177,131.88	27%
<b>Total Expenditures</b>		<b>13,063,092.00</b>	<b>8,498,426.78</b>	<b>213,354.07</b>	<b>4,351,311.15</b>	<b>33%</b>
<b>Operating Surplus/(Deficit)</b>		<b>83,436.00</b>	<b>860,919.99</b>	<b>647,565.92</b>		
<b>OTHER FINANCING SOURCES/USES</b>						
Interfund Transfers Out	(7600-7629)	165,685.00	50,000.00	.00	115,685.00	70%
Contributions	(8980-8999)	70,250.00	.00		70,250.00	100%
<b>Total Other Financing Sources/Uses</b>		<b>(95,435.00)</b>	<b>(50,000.00)</b>	<b>.00</b>	<b>(45,435.00)</b>	<b>48%</b>
<b>Net Surplus/(Deficit)</b>		<b>(11,999.00)</b>	<b>810,919.99</b>	<b>597,565.92</b>		
<b>Beginning Fund Balance</b>		<b>6,677,985.00</b>	<b>6,677,981.35</b>	<b>6,677,981.35</b>		
<b>Net Ending Fund Balance</b>		<b>6,665,986.00</b>	<b>7,488,901.34</b>	<b>7,275,547.27</b>		
*** calculated ***						

Fund 08 - Student Activity Revenue Fund		Fiscal Year 2024 through 04/29/2024			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	7,592.00	7,591.95	7,591.95		
Net Ending Fund Balance	7,592.00	7,591.95	7,591.95		
*** calculated ***					



Fund 13 - Cafeteria Fund		Fiscal Year 2024 through 04/29/2024				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	.00	(35.32)		35.32	0%
<b>Total Revenues</b>		<b>.00</b>	<b>(35.32)</b>		<b>35.32</b>	<b>0%</b>
<b>EXPENDITURES</b>						
Classified Salaries	(2000-2999)	91,460.00	67,350.86	.00	24,109.14	26%
Employee Benefits	(3000-3999)	59,084.00	45,454.51	.00	13,629.49	23%
Books and Supplies	(4000-4999)	9,320.00	7,360.20	1,840.34	119.46	1%
Services & Operating Expenses	(5000-5999)	5,821.00	4,276.53	.00	1,544.47	27%
<b>Total Expenditures</b>		<b>165,685.00</b>	<b>124,442.10</b>	<b>1,840.34</b>	<b>39,402.56</b>	<b>24%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(165,685.00)</b>	<b>(124,477.42)</b>	<b>(126,317.76)</b>		
<b>OTHER FINANCING SOURCES/USES</b>						
Interfund Transfers In	(8900-8929)	165,685.00	50,000.00		115,685.00	70%
<b>Total Other Financing Sources/Uses</b>		<b>165,685.00</b>	<b>50,000.00</b>		<b>115,685.00</b>	<b>70%</b>
<b>Net Surplus/(Deficit)</b>		<b>.00</b>	<b>(74,477.42)</b>	<b>(76,317.76)</b>		
<b>Net Ending Fund Balance</b>		<b>.00</b>	<b>(74,477.42)</b>	<b>(76,317.76)</b>		
*** calculated ***						

Fund 14 - Deferred Maintenance Fund		Fiscal Year 2024 through 04/29/2024				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	100.00	145.41		(45.41)	(45)%
<b>Total Revenues</b>		<b>100.00</b>	<b>145.41</b>		<b>(45.41)</b>	<b>(45)%</b>
<b>Operating Surplus/(Deficit)</b>		<b>100.00</b>	<b>145.41</b>	<b>145.41</b>		
<b>Beginning Fund Balance</b>		<b>8,682.00</b>	<b>8,682.26</b>	<b>8,682.26</b>		
<b>Net Ending Fund Balance</b>		<b>8,782.00</b>	<b>8,827.67</b>	<b>8,827.67</b>		
<i>*** calculated ***</i>						

Fund 21 - Building Fund		Fiscal Year 2024 through 04/29/2024				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	18,235.00	18,234.72		0.28	0%
<b>Total Revenues</b>		<b>18,235.00</b>	<b>18,234.72</b>		<b>.28</b>	<b>0%</b>
<b>EXPENDITURES</b>						
Books and Supplies	(4000-4999)	164,773.00	125,429.61	39,339.51	3.88	0%
Services & Operating Expenses	(5000-5999)	340,131.00	225,136.16	92,451.70	22,543.14	7%
<b>Total Expenditures</b>		<b>504,904.00</b>	<b>350,565.77</b>	<b>131,791.21</b>	<b>22,547.02</b>	<b>4%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(486,669.00)</b>	<b>(332,331.05)</b>	<b>(464,122.26)</b>		
<b>Beginning Fund Balance</b>		<b>486,669.00</b>	<b>486,668.64</b>	<b>486,668.64</b>		
<b>Net Ending Fund Balance</b>		<b>.00</b>	<b>154,337.59</b>	<b>22,546.38</b>		
<i>*** calculated ***</i>						

Fund 25 - Developer Fees		Fiscal Year 2024 through 04/29/2024				
		Budget	Actual	Encumbrance	Balance	Avail
<b>REVENUES</b>						
Other Local Revenue	(8600-8799)	9,000.00	28,290.64		(19,290.64)	(214)%
<b>Total Revenues</b>		<b>9,000.00</b>	<b>28,290.64</b>		<b>(19,290.64)</b>	<b>(214)%</b>
<b>EXPENDITURES</b>						
Services & Operating Expenses	(5000-5999)	25,000.00	.00	.00	25,000.00	100%
<b>Total Expenditures</b>		<b>25,000.00</b>	<b>.00</b>	<b>.00</b>	<b>25,000.00</b>	<b>100%</b>
<b>Operating Surplus/(Deficit)</b>		<b>(16,000.00)</b>	<b>28,290.64</b>	<b>28,290.64</b>		
<b>Beginning Fund Balance</b>		<b>331,949.00</b>	<b>331,948.17</b>	<b>331,948.17</b>		
<b>Net Ending Fund Balance</b>		<b>315,949.00</b>	<b>360,238.81</b>	<b>360,238.81</b>		
<i>*** calculated ***</i>						

Fund 35 - School Facility Program (Regul		Fiscal Year 2024 through 04/29/2024			
	Budget	Actual	Encumbrance	Balance	Avail
Beginning Fund Balance	329.00	327.32	327.32		
Net Ending Fund Balance	329.00	327.32	327.32		
<i>*** calculated ***</i>					



April 4, 2024

Governing Board and  
Citizens' Oversight Committee  
Spreckels Union School District  
Spreckels, California

We have audited the financial statements of Spreckels Union School District's (the District) Building Fund (Measure B) as of and for the year ended June 30, 2023 and have issued our report thereon dated April 4, 2024. We have also performed the performance audit of the District's Building Fund (Measure B). Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit of the District's Building Fund (Measure B) under Generally Accepted Auditing Standards and *Government Auditing Standards* and the Performance Audit under *Government Auditing Standards*.**

As communicated in our letter dated December 1, 2023, our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Additionally, our responsibility, as described by professional standards, is to conduct a performance audit in accordance with *Government Auditing Standards*. Our audit of the financial statements and performance audit does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated April 4, 2024.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the current year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. No such significant accounting estimates were identified.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the District's Building Fund (Measure B) financial statements relate to:

The Summary of significant accounting policies in Note 1.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

## **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

## **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

## **Circumstances that Affect the Form and Content of the Auditor's Report**

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. The following Emphasis of Matter paragraph was added to the Auditor's Report:

As discussed in Note 1, the financial statements present only Building Fund (Measure B), and do not purport to, and do not, present fairly the financial position of the District as of June 30, 2023, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## **Representations Requested from Management**

We have requested certain written representations from management which are included in the management representation letter dated April 4, 2024.

## **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

## **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.



Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Governing Board and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

*Eide Bailly LLP*

Fresno, California



Financial and Performance Audits  
Building Fund (Measure B)  
June 30, 2023

# Spreckels Union School District

**FINANCIAL AUDIT**

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Financial Audit  
Building Fund (Measure B)  
June 30, 2023  
**Spreckels Union School District**



## Independent Auditor's Report

Governing Board and  
Citizens Oversight Committee  
Spreckels Union School District  
Spreckels, California

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the financial statements of the Building Fund (Measure B) of the Spreckels Union School District (the District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure B) of the District, as of June 30, 2023, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Emphasis of Matter***

As discussed in Note 1, the financial statements present only Building Fund (Measure B), and do not purport to, and do not, present fairly the financial position of the District, as of June 30, 2023, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 4, 2024 on our consideration of the Building Fund (Measure B) of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Building Fund (Measure B) of the District's internal

control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund (Measure B) of the District's internal control over financial reporting and compliance.

*Eide Bailly LLP*

Fresno, California  
April 4, 2024

Spreckels Union School District  
Building Fund (Measure B)  
Balance Sheet  
June 30, 2023

---

Assets	
Deposits and investments	<u>\$ 487,249</u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable	\$ 580
Fund Balance	
Restricted	<u>486,669</u>
Total liabilities and fund balance	<u>\$ 487,249</u>



Spreckels Union School District  
Building Fund (Measure B)  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
June 30, 2023

---

Revenues	
Local sources	<u>\$ 11,389</u>
Expenditures	
Capital outlay	<u>63,288</u>
Change in Fund Balance	(51,899)
Fund Balance - Beginning	<u>538,568</u>
Fund Balance - Ending	<u><u>\$ 486,669</u></u>

## **Note 1 - Summary of Significant Accounting Policies**

The accounting policies of the Spreckels Union School District's (the District) Building Fund (Measure B) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

### **Financial Reporting Entity**

The financial statements include only the Building Fund of the District used to account for Measure B projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure B. These financial statements are not intended to present fairly the financial position and results of operations of the District in compliance with accounting principles generally accepted in the United States of America.

### **Fund Accounting**

The operations of the Building Fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

### **Basis of Accounting**

The Building Fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

### **Budgets and Budgetary Accounting**

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

## Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid, and all outstanding encumbrances lapse at June 30.

## Fund Balance - Building Fund (Measure B)

As of June 30, 2023, the fund balance is classified as follows:

**Restricted** – amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

## Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

## Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

## Note 2 - Investments

### Policies and Practices

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State: U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

**Investment in County Treasury**

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fairly value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

**General Authorizations**

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Monterey County Treasury Investment Pool. The District maintains a Building Fund (Measure B) investment of \$487,249 with the Monterey County Treasury Investment Pool, with an average maturity of 337 days.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the County Pool is not required to be rated, nor has it been rated as of June 30, 2023.

**Note 3 - Accounts Payable**

Accounts payable at June 30, 2023, consisted of \$580 in vendor payables.

**Note 4 - Contingencies**

**Litigation**

The District is not currently a party to any legal proceedings related to the Building Fund (Measure B) as of June 30, 2023.



Independent Auditor's Report  
June 30, 2023

# Spreckels Union School District



**Independent Auditor's Report on Internal Control over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial Statements Performed  
in Accordance with *Government Auditing Standards***

Governing Board and  
Citizens Oversight Committee  
Spreckels Union School District  
Spreckels, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Building Fund (Measure B) of the Spreckels Union School District (the District) as of and for the year ended June 30, 2023, and the related notes of the financial statements, and have issued our report thereon dated April 4, 2024.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present only Building Fund (Measure B), and do not purport to, and do not, present fairly the financial position of the District, as of June 30, 2023, the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's Building Fund (Measure B) financial statements will not be prevented

or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Building Fund (Measure B) of the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Fresno, California  
April 4, 2024



None reported.

None reported.



Performance Audit  
Building Fund (Measure B)  
June 30, 2023  
**Spreckels Union School District**



## Independent Auditor's Report on Performance

Governing Board and  
Citizens Oversight Committee  
Spreckels Union School District  
Spreckels, California

We were engaged to conduct a performance audit of the Building Fund (Measure B) of the Spreckels Union School District (the District) for the year ended June 30, 2023.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

### Audit Authority/Purpose

The general obligation bonds associated with Measure B were issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California *Education Code*, and other applicable provisions of law. The bonds are authorized to be issued by a resolution adopted by the Board of Supervisors of the County (the Resolution), pursuant to a request of the District made by a resolution adopted by the Board of Education of the District.

The District received authorization from an election held on November 6, 2012, to issue bonds of the District in an aggregate principal amount not to exceed \$7,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55% of the votes cast by eligible voters within the District (the 2012 Authorization). The bonds represent the first and final series of the authorized bonds to be issued under the 2012 Authorization.

### Purpose

The general obligation bond funds of the District would be used to finance the design, acquisition, installation, restoration and construction of public schools and school facilities and providing facilities improvements and upgrades, and the acquisition of one or more school sites, and related facilities costs, including, but not limited to, financing the following: renovation of student restrooms, classrooms, and science labs; repair and replacement of heating, upgrading of electrical systems and wiring to safely accommodate computers, technology and other electrical devices; repair and replacement of plumbing, sewer, and water pipes, fixtures and systems; replacement of emergency communications and security systems; demolition; seismic upgrades; asbestos and mold abatement; and, improved access for disabled persons. Project costs for expansion of existing facilities may include, but is not limited to, some

or all of the following: site and/or other real property acquisition, including payments on or for interim financing, preparation, infrastructure and related expenses; construction or lease of temporary or permanent classrooms, instructional support and/or ancillary facilities. Project costs for furniture and equipment may include, but is not limited to some or all of the following: desks and tables; window and floor covering; computer, media recording and presentation equipment; cafeteria and food preparation equipment; science laboratory equipment; and/or other electronic equipment.

### **Authority**

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by the District, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55% of the electorate. In addition to reducing the approval threshold from two-thirds to 55%, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The District must list the specific school facilities projects to be funded in the ballot measure and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the District to appoint a citizen's oversight committee.
4. Requires the District to conduct an annual independent financial audit and performance audit in accordance with the Government Auditing Standards issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the District to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

### **Objectives of the Audit**

Our audit was limited to the objectives listed below which includes determining the District's Building Fund (Measure B) financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion on the opinion unit applicable to the "bond fund". Management is responsible for the District compliance with those requirements.

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure B.
2. Determine whether salary transactions, charged to the Building Fund were in support of Measure B and not for District general administration or operations.

## Scope of the Audit

The scope of our performance audit covered the period of July 1, 2022 to June 30, 2023. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2023, were not reviewed or included within the scope of our audit or in this report.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the Proposition 39 bond fund proceeds are expended only for allowable activities but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

## Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2023, for the Building Fund (Measure B). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure B as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
2. We selected a sample of expenditures using the following criteria:
  - a) We considered all expenditures recorded in all object codes.
  - b) We considered all expenditures recorded in all projects that were funded from July 1, 2022 through June 30, 2023 from Measure B bond proceeds.
  - c) Additionally, if payroll costs were noted, obtained backup for the source of the expenditures regardless if the amount was below our individually significant threshold to determine if they related to administrative duties not related to project management.
3. Our sample included transactions totaling \$52,202. This represents 82.5% of the total expenditures of \$63,288.
4. We reviewed the actual invoices and other supporting documentation to determine that:
  - a) Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
  - b) Expenditures were expended in accordance with voter-approved ballot language.
  - c) Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.
5. We determined that the District has met the compliance requirement of Measure B if the following conditions were met:
  - a) Supporting documents for expenditures were aligned with the voter-approved ballot language.
  - b) Supporting documents for expenditures were not used for salaries of school administrators or other operating expenses of the District.

The results of our tests indicated that the District expended Building Fund (Measure B) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

### **Audit Results**

The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures held in the Building Fund (Measure B) and that such expenditures were made for authorized Bond projects.

This report is intended solely for the information and use of the District, Governing Board, and Citizens Oversight Committee, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Fresno, California  
April 4, 2024

None reported.

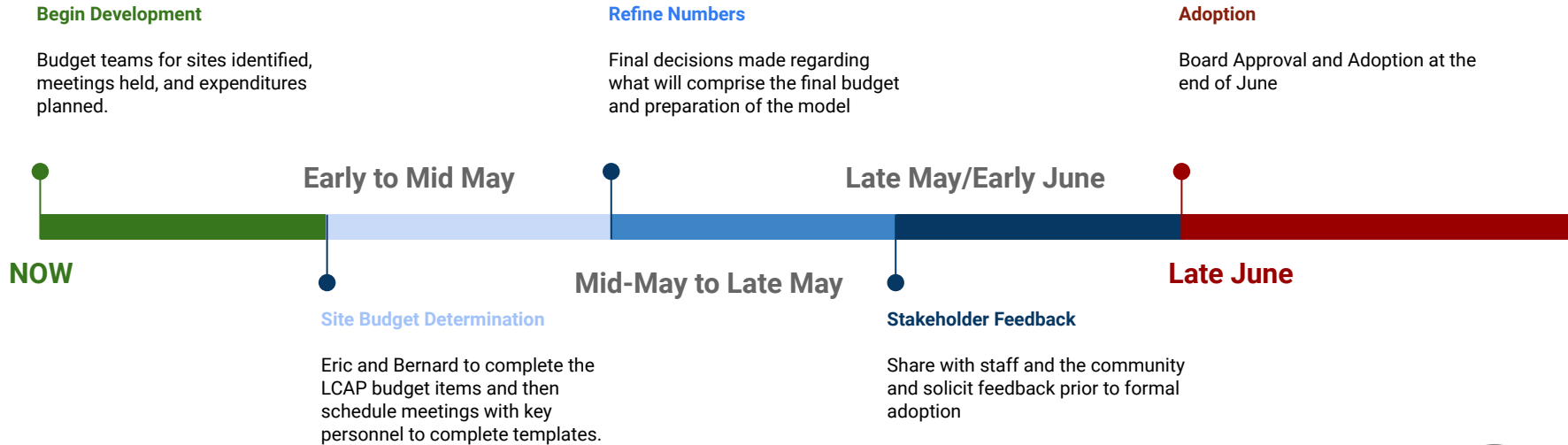




# 2024-25 Budget Process

April 25, 2024

# Timeline



# The Process



# Key Assumptions and Parameters

- Declining Enrollment reducing LCFF and related revenues by just over \$300,000
- The state's statutory COLA is 1.07%, which is still well below the expected average CPI of close to 3% resulting in a lowering of buying power
- Three positions: Intervention Teacher and two Counselors must be paid for with different funds after the loss of ESSER funding. The total loss of revenue will be close to \$450,000
- The increase in salaries and benefits will cost upwards of \$475,000
- Projected deficit: approx. \$1.1M with a 10% decrease in supplies and operating expenses
- As a general rule, reduce any current expenditures by 20% minimum
- Consider the efficacy of expenditures and, where possible, reduce or eliminate
- Look for ways to work more efficiently and effectively - get creative
- Consider pursuing grants for specific programs
- No personnel reductions are planned at this time
- Focus on where the greatest impact and greatest needs are



# Additional Considerations

- The printing/copying landscape
- School safety needs
- Partnerships that can be leveraged for services we may not be able to fully staff/fund
- Others?

# Template Considerations

- Templates are being created for the following:
  - Spreckels Elementary
  - Buena Vista Middle School
  - District Office
  - Special Education
  - Transportation
  - Technology
- Some expenses will not be available in the templates but will be in the model
  - Salaries and Benefits - this will be done as a separate activity and must be the first item addressed in the new model to move forward
  - Utilities (electric, phone, gas, water) - these will generally roll forward with some increase based on data from the companies and past increases
- Revenues will be added once all sources can be projected for next year. This will be critical for the refinement stage as it sets our boundaries.
- The templates will serve as a guidepost throughout the year and help with starting the budgeting process for the following year in February
  - How to keep them up-to-date in as timely a fashion is still being determined
- Resource - classifies revenues and expenditures that have special accounting, reporting requirements, or are legally restricted
- Goal - identifies the instructional goals and objectives based on population, setting, and/or educational mode (the “who”)
  - (Common - 1110 - Regular Education, 5770 - Special Education (RSP), 0000 - Goal not required)
- Function - activities or services performed to support or accomplish one or more goals or objectives (the “what”)
  - (Common - 1000 - Instruction, 1120 - Special Education, 2700 - School Administration, 8100 - Maintenance)
- Object - classifies revenues and expenditures by type of commodity or service

Note: Goal and Function work in tandem such as 0000-8100 for Maintenance or 5770-1120 for RSP instruction, or 0000-2700 for School Administration, or 0000-8100 or Maintenance

# The Budget Template

1	Vendor	Description	Date	Maintenance or Project?	Staff Hours?	Purpose	Funding Source	23-24 Budget	2023-24 Expense	24-25 Budget	24-25 Expense	Variance	Notes
2	Goal 0000	Funct 3140	Object 4300				01-0000-0-0000-3140-4300-00-100-0000-0000						
3													
4	School Nurse Supply	Health Office supplies	8/3/2023						\$ 495.99				
5	Amazon	Tooth Boxes	3/28/2024						\$ 29.07				
6								\$ 1,500.00	\$ 525.06	\$ -			
7	Goal 0000	Funct 3140	Object 5800				01-0000-0-0000-3140-5800-00-100-0000-0000						
8													
9	Central Coast VNA	Epi Pen Training	12/14/2023						\$ 444.00				
10	Central Coast VNA	Hearing/Vision Testing	1/23/2024						\$ 2,215.77				
11	Central Coast VNA	Hearing/Vision Testing	2/15/2024						\$ 1,720.00				
12								\$ -	\$ 4,379.77	\$ -			
13	Goal 1110	Funct 3140	Object 5800				01-0000-0-1110-3140-5800-00-100-0000-0000						
14									\$ -				\$'s reclass
15								\$ 3,000.00	\$ -				
16	Goal 0000	Funct 2700	Object 4300				01-0000-0-0000-2700-4300-00-100-0000-0000						
17													
18	Copymat	School Forms	7/27/2023						\$ 1,584.54				
19	Copymat	School Year Calendar	8/3/2023						\$ 262.20				
20	Copymat	Transportation forms	8/3/2023						\$ 279.68				
21	Copymat	Spreckels Handbook	8/3/2023						\$ 1,276.15				
22	Palace	School Office Supplies	8/24/2024						\$ 174.02				
23	Palace	School Office Supplies	8/24/2023						\$ 1.82				
24	Palace	School Office Supplies	8/24/2023						\$ 131.00				
25	Palace	School Office Supplies	8/24/2023						\$ 69.04				
26	Palace	School Office Supplies	8/24/2023						\$ 390.71				
27	Spreckels Revolving Fund	Kinder cumulative folders	10/26/2023						\$ 335.21				
28	Copymat	Independent study forms	1/11/2024						\$ 58.99				
29	Palace	School Office Supplies	1/23/2024						\$ 24.03				
30	Copymat	Independent study forms	2/1/2024						\$ 32.80				
31	Cal Chamber	Personell postings	3/21/2024						\$ 70.94				
32	Palace	Student record labels	3/28/2024						\$ 42.99				
33								\$ 3,500.00	\$ 4,734.12				
34	Goal 0000	Funct 2700	Object 5300				01-0000-0-0000-2700-5300-00-100-0000-0000						
35													
36	ACSA	23-24 Membership							\$ 1,266.40				
37								\$ 1,300.00	\$ 1,266.40				
38	Goal 1110	Funct 1000	Object 4300				01-0000-0-1110-1000-4300-00-100-0000-0000						
39													
40	Sherplinski, Teresa	Incentives	7/27/2023						\$ 84.43				
41	Amazon	Laminating Film	8/10/2023						\$ 329.70				
42	Amazon	PE equipment	9/14/2023						\$ 217.75				
43	Amazon	Adapter for speaker	9/14/2023						\$ 16.14				
44	Amazon	Library supplies	10/12/2023						\$ 94.58				
45	Amazon	Drying rack for art	10/12/2023						\$ 161.58				
46	Amazon	Art paper for lunch activities	10/12/2023						\$ 32.06				
47	Spreckels Revolving	Staff Dev refreshments	1/11/2024			Town Hall			\$ 28.57				
48	Spreckels Revolving	Staff Dev refreshments	1/11/2024			Town Hall			\$ 57.27				

# What's Next

- Times will be scheduled to meet with key personnel for the following areas:
  - Spreckels Elementary
  - Special Education
  - Buena Vista Middle School
  - Transportation
  - District Office
  - **Technology** is already underway and **Facilities** will be part of all sites
- Most of the process will be done in a small group setting
- Individuals can begin thinking about priorities and any suggestions
- Provide a budget update for staff at each site
- Mid to late May refinements will be made
- Late May to early June stakeholder feedback solicited
- Late June adoption!





**MONTEREY**  
**COUNTY**  
OFFICE *of* EDUCATION

**Dr. Deneen Guss**  
*County Superintendent of Schools*

April 29, 2024

Eric Tarallo, Superintendent  
Spreckels Union School District  
P.O. Box 7362  
Spreckels, CA 93962

RE: Public Disclosure / Spreckels Teachers Association (STA)

Dear Superintendent Tarallo:

In accordance with AB 1200 and *Government Code* Section 3547.5, the Monterey County Superintendent of Schools Office has received a copy of the Disclosure of Collective Bargaining Agreement for the tentative agreement with the Spreckels Teacher Association for July 1, 2023 through June 30, 2025. The statute allows the County Superintendent of Schools to review and comment on the financial impact of the proposed agreement. In this review, we assess whether the proposed agreement will allow the District to meet its financial obligations in the current fiscal year and is consistent with the budget and financial planning that will enable the District to satisfy its multi-year financial commitments. Based upon the data presented, we offer the following comments:

1. Effective July 1, 2023, the 2023-24 Salary Schedule will be increased by 3.0%. The negotiated 3.0% increase was approved to be retroactive to July 1, 2023.
2. In addition to the ongoing 3.0% schedule increase, a one-time (2023-24 only) \$3,000 per 1.0 FTE is to be provided. This payment will be prorated for all employees that are no longer with Spreckels but were during the current fiscal year.

**The total cost to the District from July 1, 2023 through June 30, 2024 is \$287,014.**

The purpose of our review is to determine whether this agreement will have a material impact on the financial condition of the District in the current and two subsequent fiscal years. Based upon the projections provided, we agree that the District will be able to meet its financial obligations in the current fiscal year and satisfy its multi-year financial commitments with the current set of assumptions.

The First Interim Report Projects deficits of:

2023-24	2024-25	2025-26
No Overall Operating deficit	(\$584,093)	(\$830,169)

This negotiated agreement adds to the level of deficit spending, which further weakens the District's fiscal health in the current year and subsequent years.

If at any time during the fiscal year the County Superintendent of Schools determines that the school District may be unable to meet its financial obligations in the current or two subsequent fiscal years, the County Superintendent shall notify the District governing board of a "Lack of Going Concern" in writing in accordance with Education Code Section 42127.6 (a).

Within 45 days of the ratified settlement, our office should be provided a copy of the Board minutes that include the approval of this agreement, and corresponding Board-approved budget revisions needed to implement the agreement.

If you have any questions or concerns, please contact our office by phone at 831 755-0308 or by email [cstanley@montereycoe.org](mailto:cstanley@montereycoe.org).

Sincerely,

DocuSigned by:  
  
 A6B4F6C26DB2470...

Colleen Stanley Ed.D.  
Chief Business Official  
Finance and Business Services Division

cc: Dr. Deneen Guss, Monterey County Superintendent of Schools  
Bernard Burchette II, Chief Business Official, Spreckels USD  
Biljana Babic Tatomirovic, Director, District Advisory Services, MCOE  
Juan Leyva Jr., Financial Analyst, MCOE

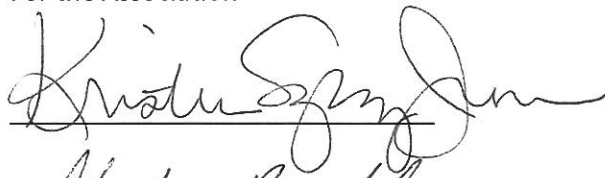
Tentative Agreement between  
Spreckels Teachers Association  
and  
Spreckels Union School District

2/26/2024

The parties agree to the following:

1. The current contract will be extended through the 2024-25 school year and expire on June 30, 2025.
2. Three percent (3%) salary increase to all bargaining unit members, retroactive to July 1, 2023.
3. \$3,000 one-time payment to all bargaining unit members based on FTE.
4. The work year will be reduced by two (2) days starting in the 2024-2025 school year for teachers and SLPs. One day will be a PD day and one day will be a workday. The new work year for teachers will be 185 days. The new work year for SLPs 193 days. The salaries for bargaining unit members will remain the same.
5. Counselors work year will be reduced by ten (10) days beginning the 2024-2025 school year. The new work year will be 185 days. The salaries for counselors will remain the same.
6. Changes to Association Rights, Article IV (see attached)
7. Changes to Class Size and Classroom Conditions, Article XI (see attached)
8. The parties mutually agree to open articles Employment Conditions and Hours, Article IX; Evaluation Procedures, Article XII; Leaves, XIV In the 2024-2025 school year.

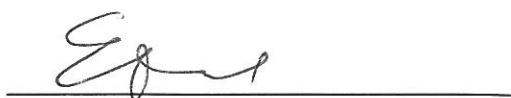
For the Association







For the District







**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District:	Spreckels Union School District
Name of Bargaining Unit:	Spreckels Teachers Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning:	July 1, 2023 (date)	and ending:	June 30, 2025 (date)
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The Governing Board will act upon this agreement on:	May 2, 2024 (date)
--	-----------------------

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

**A. Proposed Change in Compensation**

Compensation	Column 1 Current Year Annual Cost Prior to Proposed Agreement  2023-24	Fiscal Impact of Proposed Agreement		
		Column 2 Current Year Increase/(Decrease)  FY 2023-24	Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease)  FY 2024-25	Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease)  FY 2025-26
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 3,344,446	\$ 100,333	\$ -	\$ -
		3.00%	0.00%	0.00%
2 <b>Other Compensation -</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 135,330		
<b>Description of other compensation</b>		One time special payment of \$3,000 per 1.0 FTE.		
3 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 746,649	\$ 51,351	\$ -	\$ -
		6.878%	0.00%	0.00%
4 <b>Health/Welfare Plans</b>	\$ -	\$ -	\$ -	\$ -
5 <b>Total Compensation -</b> Add Items 1 thru 4	\$ 4,091,095	\$ 287,014	\$ -	\$ -
		7.016%	0.00%	0.00%
6 <b>Step and Column -</b> Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	45.81	45.81	45.81	45.81
8 <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 89,306	\$ 6,265	\$ -	\$ -
		7.016%	0.00%	0.00%

Spreckels Union School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The negotiated 3% increase across all schedules was approved to be retroactive to July 1, 2023. In addition to the ongoing 3% schedule increase, a one-time (2023-24 only) \$3,000 per 1.0 FTE is to be provided. This payment will be prorated for all employees that are no longer with Spreckels but were during the current fiscal year.

10. What was the negotiated percentage increase: On-Going  OR One-Time

11. Are there reopeners? Yes  No

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Any employee, past or current, that worked during the 2023-24 school year will receive the 3% retroactive salary. In addition, any employee that left the school district during the current year will receive a prorated amount for the \$3,000 one time payment equivalent to: \$3,000 x FTE x prorated time.

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No

If yes, please describe the cap amount.

No changes for the current agreement.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

The removal of two work days will take affect in the 2024-25 school year for teachers (187 to 185) and SLPs (195 to 193) via reduction of one PD day and one work day. Counselors work year will be reduced by 10 days beginning in July 2024. Additionally, alterations to Association Rights, Class Size and Classroom conditions were agreed upon.

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The positive impact is that while the ongoing and one-time funds are not equal to the county average, programs will be able to continue without major programmatic changes, and there will be no staff reductions. The effect on morale has been palpable and continues to the instructional environment.

Spreckels Union School District

**D. What contingency language is included in the proposed agreement?**

N/A

**E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?**

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement does increase deficit spending in subsequent years. With an effective reserve of \$5,370,032 or 41.1% prior to this agreement, the Board and management feel that to retain quality educators and classified staff given relatively lower wages, that burning down the effective reserve is prudent and in the spirit of "spend today's dollars on today's students."

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement:**

1. Current Year

Reserves set aside to cover the cost.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

For the 2024-25 school year there will be reserves set aside to cover the increased costs. It is expected that through the course of the year and in preparation for 2025-26 that programmatic changes will be made in relation to economic conditions forecast at the time.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

While the span of the agreement covers the current and one subsequent year, the fiscal impact is limited to the current year via retroactive application of a 3% increase and a one-time \$3,000 payment per FTE and prorated for staff no longer with the district.

Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Bargaining Unit:	Unrestricted General Fund			
	Spreckels Teachers Association			
	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>UNRESTRICTED REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ 10,184,610	\$ -	\$ -	\$ 10,184,610
Remaining Revenues (8100-8799)	\$ 462,450	\$ -	\$ -	\$ 462,450
<b>TOTAL UNRESTRICTED REVENUES</b>	\$ 10,647,060	\$ -	\$ -	\$ 10,647,060
<b>UNRESTRICTED EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 3,671,599	\$ 192,485	\$ -	\$ 3,864,084
Classified Salaries (2000-2999)	\$ 1,354,472	\$ -	\$ 80,300	\$ 1,434,772
Employee Benefits (3000-3999)	\$ 1,996,987	\$ 41,942	\$ 30,526	\$ 2,069,455
Books and Supplies (4000-4999)	\$ 254,899	\$ -	\$ -	\$ 254,899
Services, Other Operating Expenses (5000-5999)	\$ 1,222,437	\$ -	\$ -	\$ 1,222,437
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 162,580	\$ -	\$ -	\$ 162,580
Direct Support/Indirect Cost (7300-7399)	\$ (163,665)	\$ -	\$ -	\$ (163,665)
Other Adjustments				
<b>TOTAL UNRESTRICTED EXPENDITURES</b>	\$ 8,499,309	\$ 234,427	\$ 110,826	\$ 8,844,562
<b>OPERATING SURPLUS/(DEFICIT)</b>	\$ 2,147,751	\$ (234,427)	\$ (110,826)	\$ 1,802,498
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 165,685	\$ -	\$ -	\$ 165,685
Contributions (8980-8999)	\$ (1,737,193)	\$ -	\$ -	\$ (1,737,193)
<b>CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE</b>	\$ 244,873	\$ (234,427)	\$ (110,826)	\$ (100,380)
<b>UNRESTRICTED BEGINNING FUND BALANCE</b>	\$ 5,127,659			\$ 5,127,659
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURR YR UNRESTRICTED ENDING BALANCE</b>	\$ 5,372,532	\$ (234,427)	\$ (110,826)	\$ 5,027,279
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ 2,500	\$ -	\$ -	\$ 2,500
Committed/Assigned Amounts (9750-9780)	\$ 4,840,880	\$ (252,297)	\$ (110,826)	\$ 4,477,757
Reserve for Economic Uncertainties (9789)	\$ 529,152	\$ 17,870	\$ -	\$ 547,022
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ -	\$ (0)

\* Please see question on page 7.



Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Bargaining Unit:

Spreckels Teachers Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>RESTRICTED REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 2,499,468	\$ -	\$ -	\$ 2,499,468
<b>TOTAL RESTRICTED REVENUES</b>	\$ 2,499,468	\$ -	\$ -	\$ 2,499,468
<b>RESTRICTED EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 910,762	\$ 43,179	\$ -	\$ 953,941
Classified Salaries (2000-2999)	\$ 502,560	\$ -	\$ 35,632	\$ 538,192
Employee Benefits (3000-3999)	\$ 935,393	\$ 9,409	\$ 12,788	\$ 957,590
Books and Supplies (4000-4999)	\$ 264,151	\$ -	\$ -	\$ 264,151
Services, Other Operating Expenses (5000-5999)	\$ 1,295,221	\$ -	\$ -	\$ 1,295,221
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 492,031	\$ -	\$ -	\$ 492,031
Direct Support/Indirect Cost (7300-7399)	\$ 163,665	\$ -	\$ -	\$ 163,665
Other Adjustments				
<b>TOTAL RESTRICTED EXPENDITURES</b>	\$ 4,563,783	\$ 52,587	\$ 48,420	\$ 4,664,790
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (2,064,315)	\$ (52,587)	\$ (48,420)	\$ (2,165,322)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 1,737,193	\$ -	\$ -	\$ 1,737,193
<b>CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE</b>	\$ (327,122)	\$ (52,587)	\$ (48,420)	\$ (428,129)
<b>RESTRICTED BEGINNING FUND BALANCE</b>	\$ 1,550,326			\$ 1,550,326
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
<b>CURR YR RESTRICTED ENDING BALANCE</b>	\$ 1,223,204	\$ (52,587)	\$ (48,420)	\$ 1,122,197
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Restricted Amounts (9740)	\$ 1,223,204	\$ (52,587)	\$ (48,420)	\$ 1,122,197

\* Please see question on page 7.



Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Bargaining Unit: **Combined General Fund**  
Spreckels Teachers Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ 10,184,610	\$ -	\$ -	\$ 10,184,610
Remaining Revenues (8100-8799)	\$ 2,961,918	\$ -	\$ -	\$ 2,961,918
<b>TOTAL REVENUES</b>	\$ 13,146,528	\$ -	\$ -	\$ 13,146,528
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 4,582,361	\$ 235,663	\$ -	\$ 4,818,024
Classified Salaries (2000-2999)	\$ 1,857,032	\$ -	\$ 115,932	\$ 1,972,964
Employee Benefits (3000-3999)	\$ 2,932,380	\$ 51,351	\$ 43,314	\$ 3,027,045
Books and Supplies (4000-4999)	\$ 519,050	\$ -	\$ -	\$ 519,050
Services, Other Operating Expenses (5000-5999)	\$ 2,517,658	\$ -	\$ -	\$ 2,517,658
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 654,611	\$ -	\$ -	\$ 654,611
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 13,063,092	\$ 287,014	\$ 159,246	\$ 13,509,352
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 83,436	\$ (287,014)	\$ (159,246)	\$ (362,824)
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 165,685	\$ -	\$ -	\$ 165,685
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (82,249)	\$ (287,014)	\$ (159,246)	\$ (528,509)
<b>BEGINNING FUND BALANCE</b>	\$ 6,677,985			\$ 6,677,985
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ 6,595,736	\$ (287,014)	\$ (159,246)	\$ 6,149,476
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ 2,500	\$ -	\$ -	\$ 2,500
Restricted Amounts (9740)	\$ 1,223,204	\$ (52,587)	\$ (48,420)	\$ 1,122,197
Committed/Assigned Amounts (9750-9780)	\$ 4,840,880	\$ (252,297)	\$ (110,826)	\$ 4,477,757
Reserve for Economic Uncertainties (9789)	\$ 529,152	\$ 17,870	\$ -	\$ 547,022
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ -	\$ (0)
Reserve for Economic Uncertainties Percentage	4.00%			4.00%

\* Please see question on page 7.

Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Adult Education Fund**

Enter Bargaining Unit:

Spreckels Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Child Development Fund**

Bargaining Unit:

Spreckels Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Cafeteria Fund**

Bargaining Unit:

Spreckels Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund:

Bargaining Unit:

Spreckels Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection

Bargaining Unit:

Spreckels Teachers Association

	FY 2023-24	FY 2024-25	FY 2025-26
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>UNRESTRICTED REVENUES</b>			
LCFF Funding Sources (8010-8099)	\$ 10,184,610	\$ 9,878,547	\$ 9,984,365
Remaining Revenues (8100-8799)	\$ 462,450	\$ 462,450	\$ 461,383
<b>TOTAL UNRESTRICTED REVENUES</b>	\$ 10,647,060	\$ 10,340,997	\$ 10,445,748
<b>UNRESTRICTED EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 3,864,084	\$ 3,980,718	\$ 4,043,783
Classified Salaries (2000-2999)	\$ 1,434,772	\$ 1,522,837	\$ 1,538,874
Employee Benefits (3000-3999)	\$ 2,069,455	\$ 2,318,760	\$ 2,365,057
Books and Supplies (4000-4999)	\$ 254,899	\$ 235,901	\$ 242,270
Services, Other Operating Expenses (5000-5999)	\$ 1,222,437	\$ 1,103,565	\$ 1,133,361
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 162,580	\$ 162,580	\$ 162,580
Direct Support/Indirect Cost (7300-7399)	\$ (163,665)	\$ (163,665)	\$ (163,665)
Other Adjustments		\$ -	\$ -
<b>TOTAL UNRESTRICTED EXPENDITURES</b>	\$ 8,844,562	\$ 9,160,697	\$ 9,322,261
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,802,498	\$ 1,180,300	\$ 1,123,487
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 165,685	\$ 165,685	\$ 165,685
Contributions (8980-8999) <b>(Enter as a negative)</b>	\$ (1,737,193)	\$ (2,026,279)	\$ (2,033,721)
<b>CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE</b>	\$ (100,380)	\$ (1,011,664)	\$ (1,075,919)
<b>UNRESTRICTED BEGINNING FUND BALANCE</b>	\$ 5,127,659	\$ 5,027,279	\$ 4,015,615
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		
<b>UNRESTRICTED ENDING FUND BALANCE</b>	\$ 5,027,279	\$ 4,015,615	\$ 2,939,696
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Amounts (9711-9719)	\$ 2,500	\$ 2,500	\$ 2,500
Committed/Assigned Amounts (9750-9780)	\$ 4,477,757	\$ 3,496,213	\$ 2,411,868
Reserve for Economic Uncertainties (9789)	\$ 547,022	\$ 516,902	\$ 525,328
Unappropriated/Unappropriated Amounts (9790)	\$ (0)	\$ 0	\$ (0)

**WARNING: 9790 Unappropriated Amounts must be positive**

Spreckels Union School District

**J. CALCULATING THE AVAILABLE RESERVE AMOUNT**

1. State Reserve Standard

		FY 2023-24	FY 2024-25	FY 2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 13,675,037	\$ 12,922,539	\$ 13,133,199
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	4.00%	4.00%	4.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$67,000)	\$ 547,001	\$ 516,902	\$ 525,328

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 547,022	\$ 516,902	\$ 525,328
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ (0)	\$ 0	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 547,022	\$ 516,902	\$ 525,328
f.	Reserve for Economic Uncertainties Percentage	4.00%	4.00%	4.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2025-26	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

While ample reserves exist, there is a steep burn rate that will require intervention. While enrollment may stabilize, and the state budget (including the COLA) should improve, the unknowns will require a re-evaluation of programs, class sizes, etc. to arrive at a more stable fiscal environment and to begin to restore the reserves. Board policy does require an additional 6% to be withheld for an effectual 10% reserve. In FY 2025-26, this would equal an additional \$787,992 based on current estimates presented on the MYP. The combined effectual reserve would amount to 18.37% with a goal of maintaining a 20% margin moving forward.

Spreckels Union School District

- 5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

- 6. Please include any additional comments and explanations of Page 4 as necessary:



**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Spreckels Union Elementary School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 01, 2023 to June 30, 2025.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment Categories:**

Revenues/Other Financing Sources  
 Expenditures/Other Financing Uses  
 Ending Balance(s) Increase (Decrease)

**Budget Adjustment Increase/(Decrease)**

\$	-
\$	446,260
\$	(446,260)

Subsequent Years

**Budget Adjustment Categories:**

Revenues/Other Financing Sources  
 Expenditures/Other Financing Uses  
 Ending Balance(s) Increase (Decrease)

**Budget Adjustment Increase/(Decrease)**

\$	-
\$	-
\$	-

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify  I am unable to certify

\_\_\_\_\_  
 District Superintendent  
 (Signature)

4/18/2024  
 Date

I hereby certify  I am unable to certify

\_\_\_\_\_  
 Chief Business Official  
 (Signature)

4/18/2024  
 Date

**Assumptions**

The assumptions upon which this certification is made are as follows:

- 1) MYP - all non salary expenses were increased by projected CPI less 10% reduction for 2024-25 per 2nd Interim
  - 2) MYP - salaries/benefits increased by vacant positions not in earlier projections for current year less exited
  - 3) Page 4 calculations - no vacancies used for salaries.
  - 4) 3% in current year is retro to July 1 and includes anyone that worked during the year.
  - 5) One time monies are prorated based on FTE. For employees no longer employed the amount is prorated on time
  - 6) MYP - Health and Welfare increased by 3% per year
  - 7) MYP - Contributions and restricted expenditures were taken from 2nd Interim MYP.
  - 8) LCFF and other revenues taken from 2nd Interim estimates including COLA's as well as declining enrollment.
  - 9) Step and Column increases by 2% in subsequent years.
- STRS: 2023-24 @19.10% / 2024-25 @19.10% / 2025-26 @19.10%
- PERS: 2023-24 @25.37% / 2024-25 @27.70% / 2025-26 @28.30%

Concerns regarding affordability of agreement in subsequent years (if any):

- 1. There is moderate risk if ADA does not flatten out and/or the economy does not rebound.
- 2. At present it is unknown what programs/staff reductions will be needed in the 2024-25 year to lessen the impact.

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

<hr/> <p style="text-align: center;"><b>District Superintendent (or Designee)</b> <b>(Signature)</b></p> <div style="background-color: yellow; height: 60px; width: 100%;"></div> <hr/> <p style="text-align: center;"><b>Contact Person</b></p>	<div style="background-color: yellow; height: 60px; width: 100%;"></div> <hr/> <p style="text-align: center;"><b>Date</b></p> <div style="background-color: yellow; height: 60px; width: 100%;"></div> <hr/> <p style="text-align: center;"><b>Phone</b></p>
--	--

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on: May 2, 2024, took action to approve the proposed Agreement with the Spreckels Teachers Association Bargaining Unit.

<hr/> <p style="text-align: center;"><b>President (or Clerk), Governing Board</b> <b>(Signature)</b></p>	<div style="background-color: yellow; height: 60px; width: 100%;"></div> <hr/> <p style="text-align: center;"><b>Date</b></p>
--	---

## Spreckels Union School District CERTIFICATED SALARY SCHEDULE

2023-24 (3% increase)

Column	I, II, III	IV	V	VI
Steps	BA to BA 30	MA or BA 45	MA 15 or BA 60	MA 30 or BA 75
1	\$52,517	\$55,633	\$58,750	\$61,864
2	\$54,587	\$57,700	\$60,815	\$63,935
3	\$56,654	\$59,772	\$62,889	\$66,002
4	\$59,119	\$61,839	\$64,956	\$68,071
5	\$60,792	\$63,908	\$67,024	\$70,140
6	\$62,860	\$65,977	\$69,091	\$72,210
7	\$64,927	\$68,045	\$71,162	\$74,276
8	\$66,999	\$70,115	\$73,232	\$76,344
9	\$69,071	\$72,183	\$75,299	\$78,416
10	\$69,071	\$72,183	\$75,299	\$78,416
11		\$74,252	\$77,367	\$80,483
12		\$74,252	\$77,367	\$80,483
13			\$80,473	\$83,589
14			\$80,473	\$83,589
15			\$80,473	\$86,690
16			\$80,473	\$86,690
17				\$89,584
18				\$89,584
19				\$92,719
20				\$92,719
21				\$95,739
22				\$95,739
23				\$98,830
24				\$98,830
25				\$101,918

Effective July 1, 2001 all newly hired teachers on emergency permit or waiver will be paid at the rate of Column I, Step 1 until fully credentialed.

Longevity of 2% will be paid to members when years of service exceed the last step and column, if applicable, of each schedule for up to 4 years.

# Spreckels Union School District

## SCHOOL COUNSELOR SALARY SCHEDULE (185 work year)

2023-24 (revised per 02-26-24 TA)

Column	I, II, III	IV	V	VI
Steps	BA to BA 30	MA or BA 45	MA 15 or BA 60	MA 30 or BA 75
<b>1</b>	\$54,764	\$58,012	\$61,263	\$64,511
<b>2</b>	\$56,922	\$60,169	\$63,416	\$66,670
<b>3</b>	\$59,077	\$62,330	\$65,579	\$68,825
<b>4</b>	\$61,237	\$64,485	\$67,735	\$70,982
<b>5</b>	\$63,393	\$66,642	\$69,891	\$73,141
<b>6</b>	\$65,549	\$68,801	\$72,047	\$75,298
<b>7</b>	\$67,704	\$70,957	\$74,206	\$77,454
<b>8</b>	\$69,866	\$73,114	\$76,364	\$79,609
<b>9</b>	\$72,026	\$75,271	\$78,522	\$81,769
<b>10</b>	\$72,026	\$75,271	\$78,522	\$81,769
<b>11</b>		\$77,429	\$80,677	\$83,926
<b>12</b>		\$77,429	\$80,677	\$83,926
<b>13</b>			\$83,915	\$87,165
<b>14</b>			\$83,915	\$87,165
<b>15</b>			\$83,915	\$90,398
<b>16</b>			\$83,915	\$90,398
<b>17</b>				\$93,416
<b>18</b>				\$93,416
<b>19</b>				\$96,687
<b>20</b>				\$96,687
<b>21</b>				\$99,836
<b>22</b>				\$99,836
<b>23</b>				\$103,058
<b>24</b>				\$103,058
<b>25</b>				\$106,278

3% increase and 10 day reduction  
Per February 26, 2024 TA

Board approved TBD

Spreckels Union School District  
2023-24 (revised per 02-26-2024 TA)

**Speech & Language Pathologist**

<b>Steps</b>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
<hr/>									
<b>Position</b>									
<b>SLP</b>	\$ 93,758	\$ 96,571	\$ 99,468	\$ 102,452	\$ 105,525	\$ 108,691	\$ 111,952	\$ 115,310	\$ 118,770

Work Year - 193 days

Annual Master Degree Stipend - \$1000

Initial placement on the salary schedule will be evaluated and determined by the Superintendent. Credit for experience outside of the District shall not normally exceed 10 years for SLP new to the District.

REVISED per February 26, 2024 TA  
3% increase

Board approved TBD

## RESOLUTION OF THE BOARD OF TRUSTEES AUTHORIZATION OF BUDGET APPROPRIATION TRANSFER RESOLUTION No. 23-24/15

**Whereas**, Education Code Sections 42601 and 42602 authorize the transfer of funds between and among expenditure accounts and fund balance accounts to permit the payment of obligations during the school year;

**Whereas**, the Governing Board recognizes the need to recognize Revenue and Expenditures within the adopted budget:

**Be it further resolved** that the Board of Trustees authorizes the following appropriation transfer be made within the adopted budget;

**Be it further resolved** that the Board of Trustees authorizes the appropriation of funds for the purpose stated above:

Per Amounts disclosed in AB1200 Statement

**Be it further resolved** that the Superintendent provide copies of this resolution, along with the appropriate documents, to interested citizens of this District.

**Passed and adopted** by the Governing Board of Spreckels Union School District on the 2nd day of February 2023 by the following roll call vote:

_____	Frank Devine	_____	Chris Hasegawa
_____	Steve McDougall	_____	Stephanie McMurtrie Adams
_____	Peter Odello		

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date Peter Odello, Clerk of the Board



**MONTEREY**  
**COUNTY**  
OFFICE *of* EDUCATION

**Dr. Deneen Guss**  
*County Superintendent of Schools*

April 29, 2024

Eric Tarallo, Superintendent  
Spreckels Union School District  
P.O. Box 7362  
Spreckels, CA 93962

RE: Public Disclosure / Spreckels Union School District - California School Employees Association – Chapter 86

Dear Superintendent Tarallo:

In accordance with AB 1200 and *Government Code* Section 3547.5, the Monterey County Superintendent of Schools Office has received a copy of the Disclosure of Collective Bargaining Agreement for the tentative agreement with the Spreckels Union School District – California School Employees Association - Chapter 86 for July 1, 2023 through June 30, 2025. The statute allows the County Superintendent of Schools to review and comment on the financial impact of the proposed agreement. In this review, we assess whether the proposed agreement will allow the District to meet its financial obligations in the current fiscal year and is consistent with the budget and financial planning that will enable the District to satisfy its multi-year financial commitments. Based upon the data presented, we offer the following comments:

1. Effective July 1, 2023, the 2023-24 Salary Schedule will be increased by 3.0%. The negotiated 3.0% increase was approved to be retroactive to July 1, 2023.
2. In addition to the ongoing 3.0% schedule increase, a one-time (2023-24 only) \$3,000 per 1.0 FTE is to be provided. This payment will be prorated for all employees that are no longer with Spreckels but were during the current fiscal year.

**The total cost to the District from July 1, 2023 through June 30, 2024 is \$171,619.**

The purpose of our review is to determine whether this agreement will have a material impact on the financial condition of the District in the current and two subsequent fiscal years. Based upon the projections provided, we agree that the District will be able to meet its financial obligations in the current fiscal year and satisfy its multi-year financial commitments with the current set of assumptions.



The First Interim Report Projects deficits of:

2023-24	2024-25	2025-26
No Overall Operating deficit	(\$584,093)	(\$830,169)

This negotiated agreement adds to the level of deficit spending, which further weakens the District's fiscal health in the current year and subsequent years.

If at any time during the fiscal year the County Superintendent of Schools determines that the school District may be unable to meet its financial obligations in the current or two subsequent fiscal years, the County Superintendent shall notify the District governing board of a "Lack of Going Concern" in writing in accordance with Education Code Section 42127.6 (a).

Within 45 days of the ratified settlement, our office should be provided a copy of the Board minutes that include the approval of this agreement, and corresponding Board-approved budget revisions needed to implement the agreement.

If you have any questions or concerns, please contact our office by phone at 831 755-0308 or by email [cstanley@montereycoe.org](mailto:cstanley@montereycoe.org).

Sincerely,

DocuSigned by:  
  
 A6B4F6C26DB2470...

Colleen Stanley Ed.D.  
 Chief Business Official  
 Finance and Business Services Division

cc: Dr. Deneen Guss, Monterey County Superintendent of Schools  
 Bernard Burchette II, Chief Business Official, Spreckels USD  
 Biljana Babic Tatomirovic, Director, District Advisory Services, MCOE  
 Juan Leyva Jr., Financial Analyst, MCOE

CLOSING TENTATIVE AGREEMENT BETWEEN  
SPRECKELS UNION SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and IT'S CHAPTER 86

April 9, 2024

The Spreckels Union School District and the California School Employees Association and Its Chapter 86 hereby agree to complete negotiations for the 2023-2024 school year on the following terms:

1. The parties shall implement a tentative agreement regarding Article 12 (Classification and Compensation Review) and the collective bargaining agreement shall be modified as shown in Exhibit A.
2. Pursuant to the parties' previous salary agreement executed on March 22, 2024, the parties hereby incorporate the following language regarding compensation and the collective bargaining agreement shall be modified as shown in Exhibit B.

**For CSEA:**


**Date:** April 9, 2024


  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

**For Spreckels Union School District:**

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

# **EXHIBIT A**

## ARTICLE XII

### Classification/Reclassification and Compensation Review

The District will provide written notice to CSEA of new classifications created by the District prior to employing persons in those classifications and of proposed reclassifications prior to reclassifying. If requested by CSEA, the District agrees to negotiate this subject.

### Classification and Compensation reviews will be conducted in a cyclical (family) or individual basis as determined by this article.

~~The parties agree to review each bargaining unit classification and job descriptions within the family groups, established below, on a regular basis. Each review shall be conducted according to the Reclassification Subcommittee developed procedures. If the Reclassification Subcommittee finds a significant change in duties or qualifications, the classification shall be submitted to the District and CSEA for consideration of negotiation regarding a range adjustment. The Reclassification Subcommittee will consist of 2 District designees and 2 CSEA designees.~~

~~The family groups are as follows and contain the listed position(s) within each group;~~

- ~~● Instructional Aides
  - ~~○ General Education Instructional Assistant~~
  - ~~○ Special Education Instructional Assistant~~~~
- ~~● Technology and Library Aides
  - ~~○ Library/Media/Textbook Specialist~~
  - ~~○ Technology Technician~~
  - ~~○ Technology Coordinator~~~~
- ~~● Transportation
  - ~~○ Bus Driver I~~
  - ~~○ Bus Driver II~~
  - ~~○ Transportation Assistant~~
  - ~~○ Maintenance/Bus Driver\*~~
  - ~~○ Bus Driver Trainer\*\*~~~~
- ~~● Custodian and Maintenance
  - ~~○ Custodian I~~
  - ~~○ Lead Custodian~~
  - ~~○ Maintenance/Bus Driver\*~~~~
- ~~● Food Service
  - ~~○ Food Service I~~
  - ~~○ Food Service II~~~~
- ~~● School Site Office/District Office Staff
  - ~~○ Health/Office Aide~~
  - ~~○ School Secretary~~~~

- Accountant Assistant
- Attendance Technician/Registrar

Cyclical Review:

**THIS IS A PILOT PROGRAM THAT WILL RUN FOR 3 YEARS – AT THE COMPLETION OF THE 3<sup>rd</sup> YEAR (SUMMER OF 2027) THE PARTIES AGREE TO MEET AND REVIEW THIS PILOT PROGRAM**

**Effective July 1, 2024, job classifications will be reviewed annually on a routine basis. Classifications and/or job families as well as compensation shall be reviewed a minimum of once every three (3) years. At the completion of year three (3) the process will restart. Each year, classified employees whose job classifications have been identified for review may be requested to submit classification review documents. The review cycle of families is listed below:**

**Year 1:**

- **Transportation, Custodian and Maintenance Staff**

**Year 2:**

- **Instructional Aide General and Special Ed, Technology Aid and Library Aide Staff**

**Year 3:**

- **School Site Secretary, Health Aide, Account Assistant and Food Service Staff, Noon Duties, Courier**

**Results of the cyclical review will be brought to CSEA no later than the end of the month of March of the current school year.**

**It is the intent of the cyclical review to keep updated job descriptions and maintaining a competitive salary schedule to enhance the district's ability to attract and retain employees.**

**Individual Classification Review**

- **Individual Review: Individuals may apply for a review of their position according to the timelines and procedures in this article.**
  - **Annually, CSEA members will have the opportunity to submit their current position for review and analysis so long as they are not barred from submitting because of one of the reasons stated in this section.**
  - **Requests for reviews shall be submitted by the employee and/or a direct supervisor in the month of January of each school year to be**



considered for reclass/regrade effective July 1 of the following school year.

- Each individual proposal shall include the position classification questionnaire, a copy of the current job description, and a description of the additional duties being performed.'
- Documentation will be turned in to the district office to be reviewed by the Reclassification Subcommittee.
- The Reclassification Subcommittee meeting will be held before February 28.
- Decisions of the subcommittee will be based on a majority vote
- The decisions of the subcommittee will be sent to the Board of Trustees for final approval and that decision will be binding
- In the event the Subcommittee cannot agree on a decision, the individual request will be brought to the district and CSEA for appropriate discussion/negotiations.
- Employees in probationary status in their position may not file individual requests for reclassification.
- Individual applications may not be filed in the same year that the employee's classification is included in a Cyclical Review.
- If a reclassification is granted, a two-year waiting period is required before a new individual application may be filed.
- If an individual application is denied, a new application may not be filed until after the family cyclical review
- Individual applicants must have successfully served for a period of two years in a position before filing an individual application for that classification.
- Individual classification review process shall not be used for a regrade only purpose.
- This does not preclude the district's ability to initiate this process based on district need.

#### Reclassification Sub-committee:

Each individual review shall be conducted according to by the Reclassification Subcommittee developed procedures according to the processes established in this article. If the Reclassification Subcommittee finds a significant change in duties or qualifications, the classification shall be submitted to the District and CSEA for consideration of negotiation regarding a range adjustment. The Reclassification Subcommittee will consist of 3 District designees and 3 CSEA designees.

#### Salary Information:

Salary information from the following Districts for the same or similar positions will be used in determining a competitive wage:

- a. King City Union School District
- b. Greenfield Union School District
- c. Salinas City Elementary School District
- d. Santa Rita Elementary School District
- e. Washington Union School District

**RECLASSIFICATION**

The District Negotiating Team has accepted the findings of the Reclassification Subcommittee. Effective January 1, 2009 the Special Education Instructional Assistant classification will be increased from range 8 to range 12. The District will continue to prioritize full implementation up to range 20 during the ongoing budget development process.

**For CSEA:**

**Date:** April 9, 2024

Jabela Felles  
Yvonne M. Moore  
Jennifer Brock

**For Spreckels Union School District:**

[Signature]  
[Signature]  
\_\_\_\_\_

# **EXHIBIT B**



**Spreckels Union School District**  
**And the**  
**California School Employees Association and its Chapter 86**  
**Salary Agreement 2023-2024 and 2024-2025**

**March 22, 2024**

The Spreckels Union School District ("District") and the California School Employees Association and its Chapter 86 ("CSEA") (hereinafter "parties") agree to the following salary increase to the CSEA Classified Salary Schedule for the 2023-2024 and 2024-2025 fiscal years as follows:

1. Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix D **(2023-24 Salary Schedule)** which is attached hereto and by reference incorporated as a part of the Agreement. Regular pay shall include longevity. **Effective July 1, 2023, the 2023-24 Salary Schedule in Appendix D will be increased by 3%.**
2. Special Payments: The parties also agree to a one-time stipend of \$3,000.00 to be paid to all unit members, prorated by FTE payable at the next pay cycle following ratification and board approval.
3. CSEA and the District agree to regrade the School Secretary job classification to Range 45 effective May 1<sup>st</sup>, 2024
4. This salary agreement for 2023-2024 and 2024-2025 fiscal years shall be incorporated into the parties' Tentative Agreement for its 2023-2024 reopener contract negotiations, which the parties agree they shall continue to negotiate all remaining articles and sunshined items that were opened by the parties during the parties' reopener 2023-2024 contract negotiations.
5. This agreement is non-precedential and shall not constitute a past practice.
6. Any disputes arising from this agreement shall be subject to the provisions of the grievance procedure outlined in the parties' collective bargaining agreement.

Dated: March 22, 2023

For CSEA:



Heather Brodehl, President  
Chapter 86



Jennifer Pollock, VP  
Chapter 86

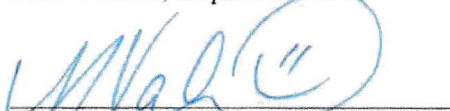


Labor Relations Representative

For the SUSD:



Erik Tarallo, Superintendent



Monica Valero, HR

**Spreckels Union School District  
CSEA SALARY SCHEDULE**

**2023-24 (3% Proposed)**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
1	15.08	15.68	16.31	16.96	17.64	18.34
2	15.23	15.84	16.47	17.13	17.81	18.53
3	15.38	15.99	16.63	17.30	17.99	18.71
4	15.53	16.15	16.80	17.47	18.17	18.90
5	15.69	16.32	16.97	17.65	18.35	19.09
6	15.84	16.48	17.14	17.82	18.54	19.28
7	16.00	16.64	17.31	18.00	18.72	19.47
8	16.16	16.81	17.48	18.18	18.91	19.67
9	16.32	16.98	17.66	18.36	19.10	19.86
10	16.49	17.15	17.83	18.55	19.29	20.06
11	16.65	17.32	18.01	18.73	19.48	20.26
12	16.82	17.49	18.19	18.92	19.68	20.46
13	16.99	17.67	18.37	19.11	19.87	20.67
14	17.16	17.84	18.56	19.30	20.07	20.87
15	17.33	18.02	18.74	19.49	20.27	21.08
16	17.50	18.20	18.93	19.69	20.48	21.29
17	17.68	18.38	19.12	19.88	20.68	21.51
18	17.85	18.57	19.31	20.08	20.89	21.72
19	18.03	18.75	19.50	20.28	21.10	21.94
20	18.21	18.94	19.70	20.49	21.31	22.16
21	18.40	19.13	19.90	20.69	21.52	22.38
22	18.58	19.32	20.10	20.90	21.74	22.60
23	18.77	19.52	20.30	21.11	21.95	22.83
24	18.95	19.71	20.50	21.32	22.17	23.06
25	19.14	19.91	20.70	21.53	22.39	23.29
26	19.33	20.11	20.91	21.75	22.62	23.52
27	19.53	20.31	21.12	21.97	22.84	23.76
28	19.72	20.51	21.33	22.18	23.07	24.00
29	19.92	20.72	21.54	22.41	23.30	24.24
30	20.12	20.92	21.76	22.63	23.54	24.48
31	20.32	21.13	21.98	22.86	23.77	24.72
32	20.52	21.34	22.20	23.09	24.01	24.97
33	20.73	21.56	22.42	23.32	24.25	25.22
34	20.94	21.77	22.64	23.55	24.49	25.47
35	21.14	21.99	22.87	23.79	24.74	25.73
36	21.36	22.21	23.10	24.02	24.98	25.98
37	21.57	22.43	23.33	24.26	25.23	26.24
40	21.79	22.66	23.56	24.51	25.49	26.51
45	22.90	23.81	24.77	25.76	26.79	27.86
46	23.13	24.05	25.01	26.01	27.05	28.14
47	23.36	24.29	25.26	26.27	27.32	28.42
48	23.59	24.53	25.52	26.54	27.60	28.70
49	23.83	24.78	25.77	26.80	27.87	28.99
50	24.06	25.03	26.03	27.07	28.15	29.28
51	24.31	25.28	26.29	27.34	28.43	29.57
52	24.55	25.53	26.55	27.61	28.72	29.87
53	24.79	25.79	26.82	27.89	29.01	30.17
54	25.04	26.04	27.09	28.17	29.30	30.47
55	25.80	26.84	27.91	29.03	30.19	31.39
56	26.06	27.10	28.19	29.32	30.49	31.71
57	26.32	27.38	28.47	29.61	30.79	32.03
58	26.59	27.66	28.75	29.91	31.10	32.35
59	26.85	27.93	29.04	30.20	31.41	32.67
60	27.12	28.21	29.33	30.51	31.73	33.00
61	27.39	28.49	29.63	30.81	32.04	33.33
62	27.67	28.77	29.92	31.12	32.36	33.66
63	27.94	29.06	30.22	31.43	32.69	34.00
64	28.22	29.35	30.52	31.75	33.02	34.34
65	28.50	29.64	30.83	32.06	33.35	34.68
66	28.79	29.94	31.14	32.38	33.68	35.03
67	29.08	30.24	31.45	32.71	34.02	35.38
68	29.37	30.54	31.76	33.03	34.36	35.73
69	29.66	30.85	32.08	33.36	34.70	36.09
70	29.96	31.16	32.40	33.70	35.05	36.45
71	30.26	31.47	32.73	34.04	35.40	36.81
72	30.56	31.78	33.05	34.38	35.76	37.18
73	30.87	32.10	33.38	34.72	36.11	37.55
74	31.17	32.42	33.72	35.07	36.47	37.93
75	31.49	32.75	34.06	35.42	36.83	38.31
76	31.80	33.07	34.40	35.77	37.20	38.69
77	32.12	33.40	34.74	36.13	37.57	39.08
78	32.44	33.74	35.09	36.49	37.95	39.47
79	32.76	34.08	35.44	36.86	38.33	39.86

LONGEVITY: Year 7 = \$400; Year 12 = \$800; Year 15 = \$1,200; Year 20 = \$1,600;  
Year 25 = \$2,000; Year 30 = \$2,400

Board approved TBD



**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
**in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District:	Spreckels Union Elementary School District
Name of Bargaining Unit:	CSEA
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning:	July 1, 2023 (date)	and ending:	June 30, 2025 (date)
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The Governing Board will act upon this agreement on:	May 2, 2024 (date)
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This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

**A. Proposed Change in Compensation**

Compensation	Column 1 Current Year Annual Cost Prior to Proposed Agreement  2023-24	Fiscal Impact of Proposed Agreement		
		Column 2 Current Year Increase/(Decrease)  FY 2023-24	Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease)  FY 2024-25	Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease)  FY 2025-26
1 <b>Salary Schedule</b> (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 1,154,212	\$ 34,626	\$ -	\$ -
		3.00%	0.00%	0.00%
2 <b>Other Compensation -</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 90,411		
<b>Description of other compensation</b>		One time special payment of \$3,000 per 1.0 FTE.		
3 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 385,705	\$ 46,582	\$ -	\$ -
		12.077%	0.00%	0.00%
4 <b>Health/Welfare Plans</b>	\$ -	\$ -	\$ -	\$ -
5 <b>Total Compensation -</b> Add Items 1 thru 4	\$ 1,539,917	\$ 171,619	\$ -	\$ -
		11.145%	0.00%	0.00%
6 <b>Step and Column -</b> Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	31.63	31.63	31.63	31.63
8 <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 48,685	\$ 5,426	\$ -	\$ -
		11.145%	0.00%	0.00%

Spreckels Union Elementary School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The negotiated 3% increase across all schedules was approved to be retroactive to July 1, 2023. In addition to the ongoing 3% schedule increase, a one-time (2023-24 only) \$3,000 per 1.0 FTE is to be provided. This payment will be prorated for all employees that are no longer with Spreckels but were during the current fiscal year.

10. What was the negotiated percentage increase: On-Going  OR One-Time

11. Are there reopeners? Yes  No

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Any employee, past or current, that worked during the 2023-24 school year will receive the 3% retroactive salary. In addition, any employee that left the school district during the current year will receive a prorated amount for the \$3,000 one time payment equivalent to: \$3,000 x FTE x prorated time.

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No

If yes, please describe the cap amount.

No changes for the current agreement.

**B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

**C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

The positive impact is that while the ongoing and one-time funds are not equal to the county average, programs will be able to continue without major programmatic changes, and there will be no staff reductions. The effect on morale has been palpable and continues to the instructional environment.

Spreckels Union Elementary School District

**D. What contingency language is included in the proposed agreement?**

N/A

**E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?**

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement does increase deficit spending in subsequent years. With an effective reserve of \$5,370,032 or 41.1% prior to this agreement, the Board and management feel that to retain quality educators and classified staff given relatively lower wages, that burning down the effective reserve is prudent and in the spirit of "spend today's dollars on today's students."

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

N/A

**G. Source of Funding for Proposed Agreement:**

1. Current Year

Reserves set aside to cover the cost.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

For the 2024-25 school year there will be reserves set aside to cover the increased costs. It is expected that through the course of the year and in preparation for 2025-26 that programmatic changes will be made in relation to economic conditions forecast at the time.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

While the span of the agreement covers the current and one subsequent year, the fiscal impact is limited to the current year via retroactive application of a 3% increase and a one-time \$3,000 payment per FTE and prorated for staff no longer with the district.

Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Bargaining Unit: CSEA

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>UNRESTRICTED REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ 10,184,610	\$ -	\$ -	\$ 10,184,610
Remaining Revenues (8100-8799)	\$ 462,450	\$ -	\$ -	\$ 462,450
<b>TOTAL UNRESTRICTED REVENUES</b>	\$ 10,647,060	\$ -	\$ -	\$ 10,647,060
<b>UNRESTRICTED EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 3,671,599	\$ -	\$ 192,485	\$ 3,864,084
Classified Salaries (2000-2999)	\$ 1,354,472	\$ 80,300	\$ -	\$ 1,434,772
Employee Benefits (3000-3999)	\$ 1,996,987	\$ 30,526	\$ 41,942	\$ 2,069,455
Books and Supplies (4000-4999)	\$ 254,899	\$ -	\$ -	\$ 254,899
Services, Other Operating Expenses (5000-5999)	\$ 1,222,437	\$ -	\$ -	\$ 1,222,437
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 162,580	\$ -	\$ -	\$ 162,580
Direct Support/Indirect Cost (7300-7399)	\$ (163,665)	\$ -	\$ -	\$ (163,665)
Other Adjustments				
<b>TOTAL UNRESTRICTED EXPENDITURES</b>	\$ 8,499,309	\$ 110,826	\$ 234,427	\$ 8,844,562
<b>OPERATING SURPLUS/(DEFICIT)</b>	\$ 2,147,751	\$ (110,826)	\$ (234,427)	\$ 1,802,498
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 165,685	\$ -	\$ -	\$ 165,685
Contributions (8980-8999)	\$ (1,737,193)	\$ -	\$ -	\$ (1,737,193)
<b>CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE</b>	\$ 244,873	\$ (110,826)	\$ (234,427)	\$ (100,380)
<b>UNRESTRICTED BEGINNING FUND BALANCE</b>	\$ 5,127,659			\$ 5,127,659
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURR YR UNRESTRICTED ENDING BALANCE</b>	\$ 5,372,532	\$ (110,826)	\$ (234,427)	\$ 5,027,279
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ 2,500	\$ -	\$ -	\$ 2,500
Committed/Assigned Amounts (9750-9780)	\$ 4,840,880	\$ (110,826)	\$ (252,297)	\$ 4,477,757
Reserve for Economic Uncertainties (9789)	\$ 529,152	\$ -	\$ 17,870	\$ 547,022
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ 0	\$ -	\$ 0

\* Please see question on page 7.

Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Bargaining Unit:

CSEA

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>RESTRICTED REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 2,499,468	\$ -	\$ -	\$ 2,499,468
<b>TOTAL RESTRICTED REVENUES</b>	\$ 2,499,468	\$ -	\$ -	\$ 2,499,468
<b>RESTRICTED EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 910,762	\$ -	\$ 43,179	\$ 953,941
Classified Salaries (2000-2999)	\$ 502,560	\$ 35,632	\$ -	\$ 538,192
Employee Benefits (3000-3999)	\$ 935,393	\$ 12,788	\$ 9,409	\$ 957,590
Books and Supplies (4000-4999)	\$ 264,151	\$ -	\$ -	\$ 264,151
Services, Other Operating Expenses (5000-5999)	\$ 1,295,221	\$ -	\$ -	\$ 1,295,221
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 492,031	\$ -	\$ -	\$ 492,031
Direct Support/Indirect Cost (7300-7399)	\$ 163,665	\$ -	\$ -	\$ 163,665
Other Adjustments				
<b>TOTAL RESTRICTED EXPENDITURES</b>	\$ 4,563,783	\$ 48,420	\$ 52,587	\$ 4,664,790
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (2,064,315)	\$ (48,420)	\$ (52,587)	\$ (2,165,322)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 1,737,193	\$ -	\$ -	\$ 1,737,193
<b>CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE</b>	\$ (327,122)	\$ (48,420)	\$ (52,587)	\$ (428,129)
<b>RESTRICTED BEGINNING FUND BALANCE</b>	\$ 1,550,326			\$ 1,550,326
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURR YR RESTRICTED ENDING BALANCE</b>	\$ 1,223,204	\$ (48,420)	\$ (52,587)	\$ 1,122,197
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Restricted Amounts (9740)	\$ 1,223,204	\$ (48,420)	\$ (52,587)	\$ 1,122,197

\* Please see question on page 7.

Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Bargaining Unit:

CSEA

	<b>Column 1</b>	<b>* Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	Latest Board- Approved Budget Before Settlement (As of 1/31/24 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ 10,184,610	\$ -	\$ -	\$ 10,184,610
Remaining Revenues (8100-8799)	\$ 2,961,918	\$ -	\$ -	\$ 2,961,918
<b>TOTAL REVENUES</b>	\$ 13,146,528	\$ -	\$ -	\$ 13,146,528
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 4,582,361	\$ -	\$ 235,664	\$ 4,818,025
Classified Salaries (2000-2999)	\$ 1,857,032	\$ 115,932	\$ -	\$ 1,972,964
Employee Benefits (3000-3999)	\$ 2,932,380	\$ 43,314	\$ 51,351	\$ 3,027,045
Books and Supplies (4000-4999)	\$ 519,050	\$ -	\$ -	\$ 519,050
Services, Other Operating Expenses (5000-5999)	\$ 2,517,658	\$ -	\$ -	\$ 2,517,658
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 654,611	\$ -	\$ -	\$ 654,611
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 13,063,092	\$ 159,246	\$ 287,014	\$ 13,509,352
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 83,436	\$ (159,246)	\$ (287,014)	\$ (362,824)
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 165,685	\$ -	\$ -	\$ 165,685
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (82,249)	\$ *	\$ (287,014)	\$ (528,509)
<b>BEGINNING FUND BALANCE</b>	\$ 6,677,985			\$ 6,677,985
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ 6,595,736	\$ (159,246)	\$ (287,014)	\$ 6,149,476
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ 2,500	\$ -	\$ -	\$ 2,500
Restricted Amounts (9740)	\$ 1,223,204	\$ (48,420)	\$ (52,587)	\$ 1,122,197
Committed/Assigned Amounts (9750-9780)	\$ 4,840,880	\$ (110,826)	\$ (252,297)	\$ 4,477,757
Reserve for Economic Uncertainties (9789)	\$ 529,152	\$ -	\$ 17,870	\$ 547,022
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ 0	\$ -	\$ 0
Reserve for Economic Uncertainties Percentage	4.00%			4.00%

\* Please see question on page 7.



Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Adult Education Fund**

Enter Bargaining Unit:

CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Child Development Fund**

Bargaining Unit:

CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Cafeteria Fund**

Bargaining Unit:

CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ 91,460	\$ 9,106	\$ -	\$ 100,566
Employee Benefits (3000-3999)	\$ 59,084	\$ 3,268	\$ -	\$ 62,352
Books and Supplies (4000-4999)	\$ 9,320	\$ -	\$ -	\$ 9,320
Services, Other Operating Expenses (5000-5999)	\$ 5,821	\$ -	\$ -	\$ 5,821
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 165,685	\$ 12,374	\$ -	\$ 178,059
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (165,685)	\$ (12,374)	\$ -	\$ (178,059)
Transfers In and Other Sources (8910-8979)	\$ 165,685	\$ 12,374	\$ -	\$ 178,059
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	\$ 0	\$ -	\$ 0
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ 0	\$ -	\$ 0
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ 0	\$ -	\$ 0

\* Please see question on page 7.

Spreckels Union Elementary School District

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund:

Bargaining Unit:

CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 1/31/24)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -	\$ -	\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ -	*	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
<b>CURRENT YEAR ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING FUND BALANCE:</b>				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

Spreckels Union Elementary School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection

Bargaining Unit:

CSEA

	FY 2023-24	FY 2024-25	FY 2025-26
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>UNRESTRICTED REVENUES</b>			
LCFF Funding Sources (8010-8099)	\$ 10,184,610	\$ 9,878,547	\$ 9,984,365
Remaining Revenues (8100-8799)	\$ 462,450	\$ 462,450	\$ 461,383
<b>TOTAL UNRESTRICTED REVENUES</b>	\$ 10,647,060	\$ 10,340,997	\$ 10,445,748
<b>UNRESTRICTED EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 3,864,084	\$ 3,980,718	\$ 4,043,783
Classified Salaries (2000-2999)	\$ 1,434,772	\$ 1,522,837	\$ 1,538,874
Employee Benefits (3000-3999)	\$ 2,069,455	\$ 2,318,760	\$ 2,365,057
Books and Supplies (4000-4999)	\$ 254,899	\$ 235,901	\$ 242,270
Services, Other Operating Expenses (5000-5999)	\$ 1,222,437	\$ 1,103,565	\$ 1,133,361
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 162,580	\$ 162,580	\$ 162,580
Direct Support/Indirect Cost (7300-7399)	\$ (163,665)	\$ (163,665)	\$ (163,665)
Other Adjustments		\$ -	\$ -
<b>TOTAL UNRESTRICTED EXPENDITURES</b>	\$ 8,844,562	\$ 9,160,697	\$ 9,322,261
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 1,802,498	\$ 1,180,300	\$ 1,123,487
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 165,685	\$ 165,685	\$ 165,685
Contributions (8980-8999) <b>(Enter as a negative)</b>	\$ (1,737,193)	\$ (2,026,279)	\$ (2,033,721)
<b>CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE</b>	\$ (100,380)	\$ (1,011,664)	\$ (1,075,919)
<b>UNRESTRICTED BEGINNING FUND BALANCE</b>	\$ 5,127,659	\$ 5,027,279	\$ 4,015,616
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		
<b>UNRESTRICTED ENDING FUND BALANCE</b>	\$ 5,027,279	\$ 4,015,616	\$ 2,939,696
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Amounts (9711-9719)	\$ 2,500	\$ 2,500	\$ 2,500
Committed/Assigned Amounts (9750-9780)	\$ 4,477,757	\$ 3,496,214	\$ 2,411,868
Reserve for Economic Uncertainties (9789)	\$ 547,022	\$ 516,902	\$ 525,328
Unappropriated/Unappropriated Amounts (9790)	\$ 0	\$ (0)	\$ 0

**WARNING: 9790 Unappropriated Amounts must be positive**

Spreckels Union Elementary School District

**J. CALCULATING THE AVAILABLE RESERVE AMOUNT**

1. State Reserve Standard

		FY 2023-24	FY 2024-25	FY 2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 13,675,037	\$ 12,922,539	\$ 13,133,199
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	4.00%	4.00%	4.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$67,000)	\$ 547,001	\$ 516,902	\$ 525,328

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 547,022	\$ 516,902	\$ 525,328
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 0	\$ (0)	\$ 0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 547,022	\$ 516,902	\$ 525,328
f.	Reserve for Economic Uncertainties Percentage	4.00%	4.00%	4.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2025-26	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

While ample reserves exist, there is a steep burn rate that will require intervention. While enrollment may stabilize, and the state budget (including the COLA) should improve, the unknowns will require a re-evaluation of programs, class sizes, etc. to arrive at a more stable fiscal environment and to begin to restore the reserves. Board policy does require an additional 6% to be withheld for an effectual 10% reserve. In FY 2025-26, this would equal an additional \$787,992 based on current estimates presented on the MYP. The combined effectual reserve would amount to 18.37% with a goal of maintaining a 20% margin moving forward.

Spreckels Union Elementary School District

- 5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

- 6. Please include any additional comments and explanations of Page 4 as necessary:

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT**

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Spreckels Union Elementary School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 01, 2023 to June 30, 2025.

**Board Actions**

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

**Budget Adjustment Categories:**

Revenues/Other Financing Sources  
 Expenditures/Other Financing Uses  
 Ending Balance(s) Increase (Decrease)

**Budget Adjustment Increase/(Decrease)**

\$	12,374
\$	458,633
\$	(446,259)

Subsequent Years

**Budget Adjustment Categories:**

Revenues/Other Financing Sources  
 Expenditures/Other Financing Uses  
 Ending Balance(s) Increase (Decrease)

**Budget Adjustment Increase/(Decrease)**

\$	-
\$	-
\$	-

**Budget Revisions**

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

**Assumptions**

See attached page for a list of the assumptions upon which this certification is based.

**Certifications**

I hereby certify  I am unable to certify

\_\_\_\_\_  
 District Superintendent  
 (Signature)

4/18/2024  
 Date

I hereby certify  I am unable to certify

\_\_\_\_\_  
 Chief Business Official  
 (Signature)

4/18/2024  
 Date



**Assumptions**

The assumptions upon which this certification is made are as follows:

- 1) MYP - all non salary expenses were increased by projected CPI less 10% reduction for 2024-25 per 2nd Interim
  - 2) MYP - salaries/benefits increased by vacant positions not in earlier projections for current year less exited
  - 3) Page 4 calculations - no vacancies used for salaries.
  - 4) 3% in current year is retro to July 1 and includes anyone that worked during the year.
  - 5) One time monies are prorated based on FTE. For employees no longer employed the amount is prorated on time
  - 6) MYP - Health and Welfare increased by 3% per year
  - 7) MYP - Contributions and restricted expenditures were taken from 2nd Interim MYP.
  - 8) LCFF and other revenues taken from 2nd Interim estimates including COLA's as well as declining enrollment.
  - 9) Step and Column increases by 2% in subsequent years.
- STRS: 2023-24 @19.10% / 2024-25 @19.10% / 2025-26 @19.10%
- PERS: 2023-24 @25.37% / 2024-25 @27.70% / 2025-26 @28.30%

Concerns regarding affordability of agreement in subsequent years (if any):

- 1. There is moderate risk if ADA does not flatten out and/or the economy does not rebound.
- 2. At present it is unknown what programs/staff reductions will be needed in the 2024-25 year to lessen the impact.

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contact Person**

\_\_\_\_\_  
**Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its

meeting on: May 2, 2024, took action to approve the proposed Agreement with the

\_\_\_\_\_  
**CSEA**

\_\_\_\_\_  
**Bargaining Unit.**

\_\_\_\_\_  
**President (or Clerk), Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

Spreckels Union School District CSEA SALARY SCHEDULE 2023-24 (3% Proposed)						
RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
1	15.08	15.68	16.31	16.96	17.64	18.34
2	15.23	15.84	16.47	17.13	17.81	18.53
3	15.38	15.99	16.63	17.30	17.99	18.71
4	15.53	16.15	16.80	17.47	18.17	18.90
5	15.69	16.32	16.97	17.65	18.35	19.09
6	15.84	16.48	17.14	17.82	18.54	19.28
7	16.00	16.64	17.31	18.00	18.72	19.47
8	16.16	16.81	17.48	18.18	18.91	19.67
9	16.32	16.98	17.66	18.36	19.10	19.86
10	16.49	17.15	17.83	18.55	19.29	20.06
11	16.65	17.32	18.01	18.73	19.48	20.26
12	16.82	17.49	18.19	18.92	19.66	20.46
13	16.99	17.67	18.37	19.11	19.87	20.67
14	17.16	17.84	18.56	19.30	20.07	20.87
15	17.33	18.02	18.74	19.49	20.27	21.08
16	17.50	18.20	18.93	19.69	20.48	21.29
17	17.68	18.38	19.12	19.88	20.68	21.51
18	17.85	18.57	19.31	20.08	20.89	21.72
19	18.03	18.75	19.50	20.28	21.10	21.94
20	18.21	18.94	19.70	20.49	21.31	22.16
21	18.40	19.13	19.90	20.69	21.52	22.38
22	18.58	19.32	20.10	20.90	21.74	22.60
23	18.77	19.52	20.30	21.11	21.95	22.83
24	18.95	19.71	20.50	21.32	22.17	23.06
25	19.14	19.91	20.70	21.53	22.39	23.29
26	19.33	20.11	20.91	21.75	22.62	23.52
27	19.53	20.31	21.12	21.97	22.84	23.76
28	19.72	20.51	21.33	22.18	23.07	24.00
29	19.92	20.72	21.54	22.41	23.30	24.24
30	20.12	20.92	21.76	22.63	23.54	24.48
31	20.32	21.13	21.98	22.86	23.77	24.72
32	20.52	21.34	22.20	23.09	24.01	24.97
33	20.73	21.56	22.42	23.32	24.25	25.22
34	20.94	21.77	22.64	23.55	24.49	25.47
35	21.14	21.99	22.87	23.79	24.74	25.73
36	21.36	22.21	23.10	24.02	24.98	25.98
37	21.57	22.43	23.33	24.26	25.23	26.24
40	21.79	22.66	23.56	24.51	25.49	26.51
45	22.90	23.81	24.77	25.76	26.79	27.86
46	23.13	24.05	25.01	26.01	27.05	28.14
47	23.36	24.29	25.26	26.27	27.32	28.42
48	23.59	24.53	25.52	26.54	27.60	28.70
49	23.83	24.78	25.77	26.80	27.87	28.99
50	24.06	25.03	26.03	27.07	28.15	29.28
51	24.31	25.28	26.29	27.34	28.43	29.57
52	24.55	25.53	26.55	27.61	28.72	29.87
53	24.79	25.79	26.82	27.89	29.01	30.17
54	25.04	26.04	27.09	28.17	29.30	30.47
55*	25.80	26.84	27.91	29.03	30.19	31.39
56	26.06	27.10	28.19	29.32	30.49	31.71
57	26.32	27.38	28.47	29.61	30.79	32.03
58	26.59	27.65	28.76	29.91	31.10	32.35
59	26.85	27.93	29.04	30.20	31.41	32.67
60	27.12	28.21	29.33	30.51	31.73	33.00
61	27.39	28.49	29.63	30.81	32.04	33.33
62	27.67	28.77	29.92	31.12	32.36	33.66
63	27.94	29.06	30.22	31.43	32.69	34.00
64	28.22	29.35	30.52	31.75	33.02	34.34
65	28.50	29.64	30.83	32.06	33.35	34.68
66	28.79	29.94	31.14	32.38	33.68	35.03
67	29.08	30.24	31.45	32.71	34.02	35.38
68	29.37	30.54	31.76	33.03	34.36	35.73
69	29.66	30.85	32.08	33.36	34.70	36.09
70	29.96	31.16	32.40	33.70	35.05	36.45
71	30.26	31.47	32.73	34.04	35.40	36.81
72	30.56	31.78	33.05	34.38	35.75	37.18
73	30.87	32.10	33.38	34.72	36.11	37.55
74	31.17	32.42	33.72	35.07	36.47	37.93
75	31.49	32.75	34.06	35.42	36.83	38.31
76	31.80	33.07	34.40	35.77	37.20	38.69
77	32.12	33.40	34.74	36.13	37.57	39.08
78	32.44	33.74	35.09	36.49	37.95	39.47
79	32.76	34.08	35.44	36.86	38.33	39.86

LONGEVITY: Year 7 = \$400; Year 12 = \$800; Year 15 = \$1,200; Year 20 = \$1,600;  
Year 25 = \$2,000; Year 30 = \$2,400

Board approved TBD

## RESOLUTION OF THE BOARD OF TRUSTEES AUTHORIZATION OF BUDGET APPROPRIATION TRANSFER RESOLUTION No. 23-24/16

**Whereas**, Education Code Sections 42601 and 42602 authorize the transfer of funds between and among expenditure accounts and fund balance accounts to permit the payment of obligations during the school year;

**Whereas**, the Governing Board recognizes the need to recognize Revenue and Expenditures within the adopted budget:

**Be it further resolved** that the Board of Trustees authorizes the following appropriation transfer be made within the adopted budget;

**Be it further resolved** that the Board of Trustees authorizes the appropriation of funds for the purpose stated above:

Per Amounts disclosed in AB1200 Statement

**Be it further resolved** that the Superintendent provide copies of this resolution, along with the appropriate documents, to interested citizens of this District.

**Passed and adopted** by the Governing Board of Spreckels Union School District on the 2nd day of February 2023 by the following roll call vote:

_____	Frank Devine	_____	Chris Hasegawa
_____	Steve McDougall	_____	Stephanie McMurtrie Adams
_____	Peter Odello		

I hereby certify that the foregoing resolution was passed and adopted by the Board of Trustees of the Spreckels Union School District and has been entered into the minutes of said Board of Trustees.

ADOPTED: \_\_\_\_\_  
Date Peter Odello, Clerk of the Board

# Spreckels Union School District

## CONFIDENTIAL SALARY SCHEDULE

2023-24

	1	2	3	4	5	6	7	A	B	C
<b>IX</b>	\$46.95	\$48.82	\$50.78	\$52.81	\$54.92	\$57.12	\$59.40	\$61.18	\$63.03	\$64.91

**IX** District Administrative Assistant

**IX** Human Resources Coordinator/Executive Administrative Assistant

Columns A, B and C are longevity steps. Column A is attained after the completion of the eighth year and the beginning of the ninth. Column B is attained after the completion of the tenth year and the beginning of the eleventh. Column C is attained after the completion of the twelfth year and the beginning of the thirteenth.

Initial placement, to be determined by the Superintendent, based on prior experience

**Board Approved TBD**

Spreckels Union School District  
2023-24

**MANAGEMENT SALARY SCHEDULE**

Column	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
Position	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
<b>Superintendent</b>	\$ 170,838	\$ 175,963	\$ 183,001	\$ 188,491	\$ 203,872	\$ 207,969	\$ 214,208	\$ 220,634

Column	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Position										
<b>Principal</b>	\$ 112,223	\$ 115,589	\$ 120,212	\$ 123,818	\$ 128,772	\$ 132,634	\$ 136,614	\$ 140,712	\$ 144,933	\$ 149,281
<b>Occupational Therapist/Sp. Ed. Coord.</b>	\$ 117,819	\$ 121,354	\$ 126,208	\$ 129,994	\$ 135,194	\$ 139,250	\$ 143,428	\$ 147,730	\$ 152,162	\$ 156,727
<b>Chief Business Official</b>	\$ 126,116	\$ 129,899	\$ 135,096	\$ 139,149	\$ 144,715	\$ 149,056	\$ 153,528	\$ 158,134	\$ 162,878	\$ 167,764
<b>Facilities Manager</b>	\$ 88,637	\$ 91,296	\$ 94,947	\$ 97,796	\$ 101,708	\$ 104,759	\$ 107,902	\$ 111,139	\$ 114,473	\$ 117,907
<b>Information Services and Educational Technology Director</b>	\$ 91,770	\$ 94,523	\$ 98,304	\$ 101,253	\$ 105,303	\$ 108,462	\$ 111,716	\$ 115,067	\$ 118,520	\$ 122,076

Principal's contract is for 210 days with a start date of July 1. OT/Sp.Ed.Coord is for 210 days with start date of July 1. Chief Business Official/Director of Facilities works 260 days with annual start date of July 1. District Technology Coordinator works 260 days with annual start date of July 1. (2019-20). Information Services and Educational Technology Director works 225 if a member of CalStrs and 260 days if a member of CalPers with an annual start date of July 1. Facilities Manager works 260 as a member of CalPers with an annual start date of July 1.

Columns 1, 2, 3, 4 and 5 are longevity steps. Column 1 is attained after the completion of the sixth year; column 2 after completion of the eighth year; column 3 after completion of the tenth year; column 4 after completion of the twelfth year; and Column 5 after completion of the fourteenth year.

Initial placement on this salary schedule is determined by prior experience: one column for each year of equal or above experience (1:1); and for experience that is related or below the position, placement is decided on a 2:1 ratio, two years of related or below experience for each column.

**Professional Benefits:** The District shall provide eligible administrative employees with ACSA (Association of California School Administrators) dues, eligible management employees with CASBO (California Association of School Business Officials) dues.

Board approved TBD



399 Lindbergh Avenue  
Livermore, CA 94551  
925.315.3151  
[www.bskassociates.com](http://www.bskassociates.com)

April 24, 2024

BSK Proposal C24000796

Mr. Andy Brodehl  
Spreckels Union School District  
PO Box 7362  
Spreckels, CA 93962

SUBJECT: Special Inspection and Materials Testing Services  
Spreckels Elementary School Solar Canopies  
130 Railroad Avenue  
Spreckels, CA 93962

Dear Mr. Brodehl:

BSK Associates is pleased to submit this proposal for Special Inspection and Materials Testing Services required for the *Spreckels Elementary School Solar Canopies* in *Spreckels, CA*. We have developed this proposal package specifically with your needs in mind and based on our experience with Special Inspection requirements of the California Building Code, our review of the provided project plans and specifications (Dated 2/16/2024), correspondence with you regarding the project, and our prior experience with projects of this size and nature.

For your approval, we have included our scope of services and fee estimate, our basis for invoicing, and an authorization and acceptance form for our agreement. Rates not specifically quoted will be charged per our published Schedule of Fees. The hourly rates/charges quoted are for the project duration. It is our understanding that there is no Project Labor Agreement in-place on this project, and that the project is subject to State of California prevailing wage requirements as determined by the Department of Industrial Relations.

In order for BSK to assist you in completing DSA Forms 291, 292 and 293 (as applicable), a final approved copy of DSA Form 103 should be submitted to our office prior to our first site visit. Further, our technicians are required to note they are referring to Approved Plans during their site inspections; a copy should be made available at the project site or fabrication location.

We appreciate the opportunity to submit this proposal. If you should have further questions or comments, please give us a call. We appreciate the opportunity to work with you. We will schedule the work upon your return of our Standard Agreement.

Respectfully submitted,  
BSK Associates

James K. Auser, PE  
CSD Group Manager

Veronica Rager  
Project Manager

Enclosure  
Scope of Services and Fee Estimate  
Basis for Invoicing  
Standard Agreement

**SCOPE OF SERVICES AND FEE ESTIMATE**  
*Spreckels Elementary School Solar Canopies*  
 130 Railroad Avenue, Spreckels, CA

FIELD SERVICES	DAYS	HRS/DAY	HOURS	RATE	EXTENSION
Concrete Construction					
Rebar/Anchor Bolt Sample and Tag (at fabricator)	2	4	8	\$130.00	\$1,040.00
Concrete Sampling	3	4	12	\$130.00	\$1,560.00
Sample Pickup and Delivery	3	4	12	\$120.00	\$1,440.00
Travel Time	5	4	20	\$118.00	\$2,360.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	8			\$185.00	\$1,480.00
Post Installed Anchors/Solar Panel Bolting					
Placement Observation	2	8	16	\$130.00	\$2,080.00
Torque Testing	2	4	8	\$130.00	\$1,040.00
Equipment Fee	2			\$70.00	\$140.00
Travel Time	4	4	16	\$118.00	\$1,888.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	4			\$185.00	\$740.00
Welding Observations					
Shop Welding / Material Identification	3	8	24	\$165.00	\$3,960.00
Field Welding / High-Strength Bolting	2	8	16	\$165.00	\$2,640.00
NDT Testing of Welds	1	4	4	\$165.00	\$660.00
Travel Time	6	4	24	\$118.00	\$2,832.00
Trip Charge (Mileage, Bridge Toll, Parking Fees)	6			\$185.00	\$1,110.00
<b>FIELD SERVICES ESTIMATE</b>					<b>\$24,970.00</b>

LABORATORY TESTING	FREQUENCY	SETS/UNITS	RATE	EXTENSION
Laboratory Testing				
Concrete Compressive Strength Test (Set of 4)	1 Set / 50 CY	3	\$171.00	\$513.00
Tensile & Bend of Rebar #3-11	1 per material	2	\$186.00	\$372.00
Bolt Ultimate Load	1 per sample	3	\$169.00	\$507.00
Bolt Hardness (set of 3)	3 per sample	1	\$119.00	\$119.00
Nut Hardness (set of 3)	3 per sample	1	\$119.00	\$119.00
Washer Hardness (set of 3)	3 per sample	1	\$119.00	\$119.00
Proof Loading, bolt or nut	1 per sample	3	\$169.00	\$507.00
<b>LABORATORY TESTING ESTIMATE</b>				<b>\$2,256.00</b>

BSK SERVICES ADMINISTRATION	HOURS	RATE	EXTENSION
Principal (Contract / Performance Oversight)	1	\$285.00	\$285.00
Registered Engineer (Review, support and reporting)	4	\$250.00	\$1,000.00
Project Manager (Field Oversight, Daily Report Review)	4	\$235.00	\$940.00
Administration (Data Processing, Report Prep., Field Coordination)	4	\$100.00	\$400.00
Certified Payroll / DIR Upload Reports	Monthly	3	\$300.00
Final DSA Form 291	1 Per Permit	1	\$375.00
<b>ADMINISTRATION ESTIMATE</b>			<b>\$3,900.00</b>
<b>TOTAL BUDGET ESTIMATE</b>			<b>\$31,126.00</b>





**BASIS FOR INVOICING**  
*Spreckels Elementary School Solar Canopies*  
*130 Railroad Avenue, Spreckels, CA*

**BASIS OF CHARGES:**

The charge schedule listed below will be our basis for invoicing.

Show-up (No site work performed)	Bill R/T Travel Time + 1 Hour
Work up to 4 Hrs.	Bill 4 Hours
Work from 4 to 8 Hrs.	Bill 8 Hours
Work from 8 to 12 Hrs. and Saturdays	Time and One Half
Work Over 12 Hrs., Sundays and Holidays	Double Time
Travel (Portal-to-Portal)	Hourly
Parking and Toll Charges (if applicable)	Daily Rate

**FEES:**

Our services will be performed on a time and material basis at unit rates herein listed. Portal-to-portal charge is based from our Livermore office. Rates/charges not specifically quoted will be charged per our published Schedule of Fees. We estimate our fees for this project at \$31,126.00. This estimate is based upon our years of experience in this profession, but it is an estimate only. We endeavor to limit our charges to this estimate; however, events beyond our control may affect total cost. For example; if the work progresses quicker than anticipated, fees could be considerably less; or, if the work progresses slower than anticipated, our fees may exceed this estimate.

It is our practice to notify you if it appears our fees will exceed our estimate, but due to the timing and nature of our services and to ensure that your project is not delayed, this may not always be possible. Our invoices however will serve as an update of our progress as well as fees charged versus our estimate. Invoices are payable upon receipt and deemed delinquent if not paid within 30 days. Delinquent invoices may be subject to interest/service charges, and collection expenses including attorney's fees, at our election. As necessary to accommodate the construction schedule, BSK may use contract special inspectors to augment our staff. Inspections performed by contract providers will be billed as specified for BSK employees, herein, and at the rates included in the Fee Estimate.

**LIMITATIONS:**

BSK Associates provides special inspection services to assist you in verifying that the work is in substantial conformance to the project documents and as required by the California Building Code. These services shall not be construed as acceptance of the work or relieve the contractor in any way from his/her obligations and responsibilities as outlined in the applicable construction documents. BSK assumes no responsibility for the safety of others on the jobsite or the methods and means of construction. BSK will make every effort to respond to the emergent needs of your project, to assure better service we ask that you schedule inspection/testing activities at least 24 hours in advance. To avoid show-up charges, cancel such requests at least four hours in advance of our arrival time. Section 1701 of the CBC requires the special inspection agency to file a final report for the project. The report will be issued upon complete reconciliation of your account. This proposal for construction services shall be valid for not more than sixty (60) days from the date of presentation.



## INVOICE AND REPORT DISTRIBUTION

BSK Associates will issue our invoice to the following firm/contact. Please provide a separate accounts payable (AP) contact as appropriate:

Company: Spreckels Union School  
District  
Address: PO Box 7362  
City, State, Zip: Spreckels, CA 93962  
Contact Name: Mr. Andy Brodehl  
Contact Phone: 831.455.2550  
E-Mail: abrodehl@susd.net

AP Contact: \_\_\_\_\_  
AP Phone: \_\_\_\_\_  
AP E-Mail: \_\_\_\_\_

BSK will issue special inspection and materials testing reports by electronic delivery to the following recipients. If additional recipients are desired, please complete and return this form accordingly:

### Client:

Company: Spreckels Union School  
District  
Address: PO Box 7362  
City, State, Zip: Spreckels, CA, 93962  
Contact Name: Mr. Andy Brodehl  
Contact Phone: 831.455.2550  
E-Mail: abrodehl@susd.net

### Other:

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact E-Mail: \_\_\_\_\_

### Building Department:

Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact E-Mail: \_\_\_\_\_

### Other:

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact E-Mail: \_\_\_\_\_

### DSA PROJECTS

BSK uploads DSA project deliverables to DSA Box system as required by the Division of the State Architect and California Building Code. In order to provide this service, our firm must be properly listed on the DSA Form 102-IC for each project. Please inform your project team to include the information below for the Laboratory of Record.

Laboratory of Record BSK Associates  
LEA #32  
License #59941  
Name: James Auser, PE & Tim Rodriguez  
Email: jauser@bskassociates.com & trodriguez@bskassociates.com  
Phone: 925.315.3151



AGREEMENT FOR CONSTRUCTION MATERIALS TESTING ENGINEERING &  
TESTING SERVICES

THIS AGREEMENT, effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, is by and between Spreckels Union School District ("Client") and BSK Associates ("Company").

THIS PROJECT is generally described as:  
*Special Inspection and Materials Testing Services  
Spreckels Elementary School Solar Canopies*  
and is located at:  
*130 Railroad Avenue  
Spreckels, CA ("Project Site")*

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- PROPOSAL No. C24000796, DATED APRIL 24, 2024
- GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:

COMPANY (BSK):

Signature: _____	_____
Print Name: _____	<u>James K. Auser, PE</u>
Title: _____	<u>CSD Group Manager</u>
Company: _____	<u>BSK Associates</u>
Address: _____	<u>399 Lindbergh Avenue</u>
_____	<u>Livermore, CA 94551</u>
Date: _____	_____



# GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

## 1. DEFINITIONS

**1.1 Certification.** CONSULTANT's expression of a professional opinion based upon the **services** CONSULTANT performed. A certification does not constitute a warranty or guarantee, either express or implied.

**1.2 Constructor.** The **managing general constructor (MGC)** and other constructor(s), including its/their subcontracting constructors (**subconstructors**) of every tier, retained to perform construction **work** on the project for which CONSULTANT is providing **services** under this AGREEMENT.

**1.3 CONSULTANT Entities.** The CONSULTANT and its subconsultants, subcontractors, and agents, and all of their respective shareholders, directors, officers, employees, and agents, and their heirs and assigns.

**1.4 Day(s).** Calendar day(s) unless otherwise stated.

**1.5 Hazardous Materials.** Contaminants regulated by a public authority, typically because they are known or suspected to jeopardize human health and safety, through exposure of some kind, e.g., contact, inhalation, ingestion, absorption, or radiation. Such materials are listed in various federal, state, and local statutes and regulations. This also includes any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever.

**1.6 Inspect, Inspection.** Visual determination of conformance with specific requirements.

**1.7 Instruments of Professional Service.** All documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications, and **test** data – prepared by CONSULTANT in the course of the Services.

**1.8 Managing General Constructor (MGC).** The **constructor** that has overall responsibility for project-site activities, including site safety and security, and is in charge of all other **constructors** and subconstructors hired for the project.

**1.9 Observation, Observe.** On the basis of CONSULTANT's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

**1.10 Services.** The professional **services** provided by CONSULTANT under this AGREEMENT, including **services** described in the scope of **services** included in Exhibit A and any written task order or amendment to this AGREEMENT.

**1.11 Subconstructor.** A constructor hired by the **managing general constructor** or another **constructor** or **subconstructor**.

**1.12 Test(s), Testing.** Measurement, examination, and other activities to assess the characteristics or performance of materials.

**1.13 Work.** A **constructor's**, or subconstructor's, labor, materials, equipment, and constructed results.

## 2. ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise specifically stated by CLIENT in writing, CLIENT's request that CONSULTANT initiate **Services** will constitute CLIENT's acceptance of this AGREEMENT and all of its terms and conditions. Any additional or different terms that CLIENT provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein are hereby objected to and rejected. Any such terms proposed by CLIENT, whether by offer or acceptance, shall be void unless CONSULTANT expressly agrees to them in writing.

## 3. SCOPE OF SERVICES

**3.1 Services Provided; Independent Contractor.** CONSULTANT will provide the **Services** set forth in the scope of **services** (Exhibit A) as an independent contractor.

**3.2 Authority of CONSULTANT.** CONSULTANT will report to CLIENT data and results of **Observation, Inspection, and Testing** as set forth in the scope of **services** (Exhibit A). CONSULTANT will report to CLIENT or CLIENT's representative **Observed** or **Inspected** work that, in CONSULTANT's opinion, fails to conform to project plans and specifications. CONSULTANT has no right or responsibility to approve, accept, reject, or stop **Work** of any **Constructor, Subconstructor**, or other agent of CLIENT. No action of CONSULTANT or CONSULTANT's site representative(s) shall be construed by any party as revoking, altering, enlarging, relaxing, or releasing any

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requirement of the plans, specifications, or codes applicable to the project or any agreement between CLIENT and others. Such rights are reserved solely for CLIENT.

**3.3 Referenced Standards.** CONSULTANT will perform **Observations, Inspections, and Tests**, in general accordance with the applicable standards referenced by CONSULTANT. CONSULTANT makes no representation about compliance with any other standards.

**3.4 Variation of Material Characteristics and Conditions.** CONSULTANT's **Observations** and standardized sampling, **Inspection**, and **Testing** procedures indicate conditions of materials and construction activities only at the precise location where and precise time when CONSULTANT performed **Services**. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured, **Observed**, or **Inspected**, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Notwithstanding the foregoing, CONSULTANT may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. CONSULTANT is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it **Observes, Inspects, samples, or Tests**. Even if performed on a continuous basis, **Services** do not and should not be interpreted to mean that CONSULTANT is **Observing, Inspecting, or Testing** all materials on the project. CONSULTANT is not responsible for other parties' interpretations or use of the information CONSULTANT developed.

**3.5 Scheduling and Frequency of Observations, Inspections, and Testing.** CLIENT acknowledges that CLIENT – directly or indirectly through its designee – has the sole right and sole responsibility to determine the extent, frequency, and scheduling of **Observations, Inspections, and Testing** performed by CONSULTANT. Accordingly, CLIENT also acknowledges that CONSULTANT bears no responsibility for damages that may accrue because CONSULTANT did not perform **Observations, Inspections, or Testing** that CLIENT failed to request or schedule.

**3.6 Changes in Scope.** CLIENT may request changes to the scope of **Services** (Exhibit A). Any such change, including any change in CONSULTANT's compensation or time of performance, will be incorporated into this AGREEMENT only when it takes the form of a written amendment signed by CLIENT and CONSULTANT or, if agreed to orally, only when it is confirmed by CLIENT and CONSULTANT in writing within 10 **Days** of the date of the oral agreement.

**3.7 Excluded Services.** CONSULTANT's **Services** include only those **Services** specified in the scope of **Services** (Exhibit A). CLIENT expressly waives any claim against CONSULTANT relating to any additional **Services** that CONSULTANT recommended, but that CLIENT either failed to authorize or instructed CONSULTANT to not perform.

**3.8 Fiduciary Responsibility.** This AGREEMENT does not create a fiduciary responsibility to CLIENT by CONSULTANT or to CONSULTANT by CLIENT.

#### 4. PAYMENTS TO CONSULTANT

CLIENT agrees to pay CONSULTANT for **Services** rendered in accordance with the payment terms provided in this Agreement and/or any written amendments hereto. Invoices will be submitted at the completion of **Services** or on a two-week or four-week basis, at the discretion of Consultant. Payment is due upon receipt of invoice. Amounts unpaid 30 days after the due date shall bear interest at the lesser rate of 18% per annum or the maximum interest rate allowed by law from the date of the invoice. CLIENT shall pay all expenses incurred by CONSULTANT associated with placing a lien or otherwise incurred in collecting any delinquent amount, including, without limitation attorneys' and filing fees. CLIENT shall pay all costs of CONSULTANT in enforcing its rights hereunder, including, without limitation, attorneys' and filing fees and expenses.

#### 5. PERFORMANCE STANDARD

**5.1 Professional Standards.** CONSULTANT shall, in performing its **Services**, exercise the same degree of skill and care ordinarily exercised under similar circumstances and conditions by practicing professionals undertaking similar services in the same locality at the same time. Subsequent standards will not be applied in judging CONSULTANT's **Services**. CLIENT agrees that the **Services** will be rendered without any warranty or guarantee, whether expressed or implied. CONSULTANT will not be liable for the interpretation by others of data or information CONSULTANT develops. CONSULTANT's **Services** do not constitute **Observing, Inspecting, or verifying** placement of all materials of the project.

**5.2 Sampling, Observation, Inspection, and Test Locations.** Unless specifically stated otherwise, the scope of **Services** (Exhibit A) intentionally excludes surveying the project site or precisely identifying sampling, **Observation, Inspection, or Test** locations, depths, or elevations. In accordance with customary practice, CONSULTANT will base sampling, **Observation, Inspection, and Test** locations, depths, and elevations on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in CONSULTANT's report(s), such locations, depths, and elevations are approximate.

**5.3 Sample Disposal.** CONSULTANT will dispose of samples immediately after submitting the report covering those samples. If CLIENT prefers CONSULTANT to store samples for a longer period or transfer them to another

party, CLIENT shall submit to CONSULTANT a timely written notice through which CLIENT also agrees to appropriately compensate CONSULTANT for the additional service.

**5.4 Buried Utilities and Structures; Property/Work Restoration.** If the **Services** require borings, test pits, or other invasive subsurface-exploratory **Services**, CLIENT will provide to CONSULTANT all information it possesses about the location and nature of underground utilities and structures. To reduce the risk of damage or injury to underground utilities and structures, CONSULTANT will rely on CLIENT-furnished information and will also contact an appropriate utility locator. CLIENT agrees to hold CONSULTANT harmless for any damage to underground utilities or structures that are not called to CONSULTANT's attention or that are shown incorrectly on plans or drawings furnished for the purpose of locating such utilities and structures. CONSULTANT will take reasonable precautions to limit the damage to the project site or **Work** caused by the performance of its **Services**. CLIENT understands that some damage may necessarily occur in the normal course of performing **Services**, and that this AGREEMENT excludes repair of such damage unless specifically stated otherwise in the scope of **Services** (Exhibit A) or via a subsequent amendment to this AGREEMENT.

## 6. CONSTRUCTOR'S PERFORMANCE

CONSULTANT is not responsible for any **Constructors'** means, methods, techniques, or sequences during the performance of any **Constructor's Work**. CONSULTANT will not supervise or direct any **Constructors' Work** nor be liable for any failure of **Constructor** to complete its **Work** in accordance with the project's plans, specifications, and/or applicable codes, laws, and regulations. CLIENT understands and agrees that the **Constructor**, not CONSULTANT, has sole responsibility for the safety and security of persons and property at the project site.

## 7. CLIENT'S RESPONSIBILITIES

In addition to compensating CONSULTANT for **Services**, CLIENT agrees to:

**7.1 Access.** Grant or obtain free access to the project site for all equipment and personnel necessary for CONSULTANT to perform its **Services**.

**7.2 Representative.** Designate a representative to transmit notices and information pertaining to the **Services**, communicate CLIENT's policies and decisions, and assist as necessary in matters pertaining to the project and this AGREEMENT. CLIENT may change its representative by written notice.

**7.3 Information.** Supply to CONSULTANT all information and documents relevant to the **Services**. CONSULTANT may rely upon such information without independently verifying its accuracy. CLIENT will notify CONSULTANT of any known potential or possible health or safety hazard associated with the materials to be **Tested**, including their intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous **Test** results.

**7.4 Project Information.** Within **7 Days** of receiving CONSULTANT's written request to do so, CLIENT will provide to CONSULTANT a correct statement of the recorded legal title to the property on which the project is located and the CLIENT's and/or owner's interest therein.

## 8. CHANGED CONDITIONS

CONSULTANT will give to CLIENT written notice of CONSULTANT's discovery of conditions or circumstances CONSULTANT did not contemplate at the time of this AGREEMENT ("changed conditions"). CLIENT and CONSULTANT will then negotiate an appropriate amendment to this AGREEMENT. If they cannot agree upon an amendment within **30 Days** after CONSULTANT gives notice, CONSULTANT may terminate this AGREEMENT and be compensated as set forth in Section 13, "Suspension and Delay; Termination."

## 9. CERTIFICATIONS

CONSULTANT will not execute any **Certification** for the **Services** performed or **Work Observed, Inspected, or Tested**, unless CONSULTANT has reviewed before execution of this AGREEMENT and approved in writing the exact form of such **Certification**. CLIENT will not condition payment or the resolution of any dispute upon CONSULTANT's signing a **Certification**.

## 10. ALLOCATION OF RISK

**10.1 Limitation of Liability.** Client and Consultant agree to allocate certain risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability (including its shareholders, directors, officers, employees and agents (collectively "Consultant Entities")) to Client and anyone claiming by, through, or under the Client, is limited to the greater of \$50,000 or Consultant's fees actually paid with respect to this Agreement, for any and all of Client's injuries, damages, claims, losses, expenses, costs, or claim expenses (including reasonable attorneys' and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes may include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of express or implied warranty, contractual or common law indemnification, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.



**10.2 Indemnification of CLIENT.** Subject to the terms and limitations of this AGREEMENT, CONSULTANT will indemnify and hold harmless CLIENT, its shareholders, officers, directors, and employees, from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reimbursement of reasonable attorney's fees and defense costs), and other losses (collectively "Losses") to the extent caused by CONSULTANT's proportional negligence in performance of this AGREEMENT. CONSULTANT's defense obligation under this indemnity paragraph is expressly limited to the reimbursement of reasonable defense costs to the extent of CONSULTANT's actual indemnity obligation hereunder.

**10.3 Indemnification of CONSULTANT.** CLIENT will indemnify and hold harmless **CONSULTANT Entities** from and against any and all Losses except to the extent caused by CLIENT's proportional negligence. In addition, except to the extent caused by CONSULTANT's negligence, CLIENT will defend, indemnify, and hold harmless **CONSULTANT Entities** from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment, or transportation of **Hazardous Materials**, or the exposure of any person to **Hazardous Materials**, or the degradation of the environment due to the presence, discharge, disposal, or release of or exposure to **Hazardous Materials**.

**10.4 No Personal Liability.** CLIENT and CONSULTANT intend that CONSULTANT's **Services** will not subject CONSULTANT's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this AGREEMENT, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "CONSULTANT" on the first page of this AGREEMENT.

**10.5 Consequential Damages.** Neither CLIENT nor CONSULTANT will be liable to the other for any special, consequential, incidental, or penal losses or damages, including, but not being limited to, losses, damages, or claims related to: the unavailability of property or facilities; shut-downs or service interruptions; loss of use, profits, revenue, or inventory; or for use charges, capital costs, or the cost of the claims of the other party and/or its customers.

**10.6 Deviation from Recommendations.** Unless specifically agreed otherwise in writing, CLIENT agrees that CONSULTANT bears no responsibility for ensuring CLIENT's or any other party's compliance with any specifications, procedures, or recommendations provided by CONSULTANT to CLIENT under this AGREEMENT (collectively, "Recommendations"). CLIENT hereby releases CONSULTANT from all liability arising from any other party's failure to fully comply with Recommendations, and CLIENT will defend, indemnify, and hold harmless CONSULTANT from any party's claims for losses arising from or related to CLIENT's or any other party's failure to fully comply with Recommendations.

**10.7 Continuing AGREEMENT.** The provisions of this Section 10, "Allocation of Risk," will survive the expiration or termination of this AGREEMENT. If CONSULTANT provides **Services** to CLIENT that the parties do not confirm through execution of a written amendment to this AGREEMENT, provisions of this Section 10 will apply to such services as if the parties had executed a written amendment.

## 11. INSURANCE

**11.1 CONSULTANT's Insurance.** If reasonably available, CONSULTANT will maintain Workers' Compensation Insurance, General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance. If CLIENT desires additional insured status for itself or other named entities, CONSULTANT will evidence such additional insured status when commercially available.

**11.2 CLIENT's Insurance.** As appropriate, CLIENT will obtain builder's risk insurance or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against CONSULTANT. Proceeds from such insurance will be held by CLIENT as trustee and will be payable to CONSULTANT as its interests appear.

**11.3 Certificates of Insurance.** Upon request, CONSULTANT and CLIENT will each provide to the other certificate(s) of insurance evidencing the existence of the policies required herein. Except for professional liability and workers' compensation insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.

## 12. OWNERSHIP AND USE OF CLIENT DOCUMENTS AND INSTRUMENTS OF PROFESSIONAL SERVICE

**12.1 CLIENT Documents.** All documents provided by CLIENT will remain CLIENT's property. CONSULTANT will return all such documents to CLIENT upon CLIENT's request. CLIENT will permit CONSULTANT to make and retain copies of all CLIENT documents.

**12.2 Instruments of Professional Service.** Except as otherwise agreed to by CLIENT and CONSULTANT, **Instruments of Professional Service** are and shall remain CONSULTANT's property, and CONSULTANT has the right, in its sole discretion, to dispose of or retain the **Instruments of Professional Service**. CLIENT will not provide **Instruments of Professional Service** to any other person or entity without CONSULTANT's prior written consent.

**12.2.1 Use by CLIENT.** CLIENT has CONSULTANT's permission to reuse CONSULTANT's **Instruments of Professional Service** for purposes reasonably connected with this project, including, without limitation, the project's design and licensing requirements.

California; and **(b)** The claim will be brought and tried in judicial jurisdiction of the court of Fresno County and CLIENT waives the right to remove the action to any other county or judicial jurisdiction.

Causes of action arising out of CONSULTANT's **Services** or this AGREEMENT regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of CONSULTANT's substantial completion of **Services** on the **Project**.

## 15. MISCELLANEOUS

**15.1 Assignment and Subcontracts.** During the term of this AGREEMENT and following its expiration or termination for any reason, neither party may assign this AGREEMENT or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. CONSULTANT may subcontract for the services of others without obtaining CLIENT's consent if CONSULTANT deems it necessary or desirable for others to perform certain **Services**.

**15.2 Integration and Severability.** This AGREEMENT reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this AGREEMENT is found void or voidable, CLIENT and CONSULTANT will consider that portion stricken and will reform the AGREEMENT to achieve as much of the stricken portions' purpose as possible. These terms and conditions survive the completion of the **Services** and the termination of the AGREEMENT, whether termination is for cause or for convenience.

**15.3 Modification of This AGREEMENT.** This AGREEMENT may be modified or altered only via a written amendment that refers specifically to this AGREEMENT and is signed by an authorized representative of each party.

**15.4 Notices.** Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand-delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this AGREEMENT.

**15.5 Headings.** The headings used in this AGREEMENT are for convenience only. They are not a part of this AGREEMENT.

**15.6 Waiver.** The waiver of any term, condition, or breach of this AGREEMENT will not operate as a subsequent waiver of the same term, condition, or breach.

**15.7 Precedence.** These GENERAL CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding CONSULTANT's **Services**.

**15.8 Incorporation of Provisions Required by Law.** This AGREEMENT includes each provision and clause required by law, and the AGREEMENT should be read and enforced as though each such provision and clause were set forth in its entirety.

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***End of General Conditions***







April 23, 2024

Spreckels Union SD  
Bernard Burchette  
Chief Business Official  
P.O. Box 7362  
Spreckels, CA 93962

**Subject: Spreckels ES Solar PV Spread Footings – Change Order Proposal**

Dear Mr. Burchette,

As you may recall, late in January of this year, I sent an email to inform you that the geotechnical study for the Spreckels Elementary school site revealed poor soil conditions and that the design would require the use of spread footings. Since that time, we have designed the structure incorporating the necessary spread footing foundation. The spread footing design was approved for construction by the DSA on March 25, 2024. We have now completed the cost estimate for constructing spread footings and related structural changes and offer the following change order proposal for your consideration.

This proposal includes all necessary costs to erect the structure in full accordance with plans and specifications incorporating the Department of Start Architect approval stamp, dated 3/13/2024. This proposal includes labor, materials, equipment, permitting, project management, administrative services and general conditions. All terms, conditions, inclusions and exclusions of the prime contract, dated November 4, 2022, shall be incorporated into this change order.

This scope of work will increase the duration of the project. The additional number of days required shall be calculated following an authorization to proceed with this work and incorporated in the contract modification accordingly.

The total price to provide the Scope of Work detailed above shall be:

**ONE HUNDRED AND FIFTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS and 00/100 ..... (\$153,450.00)**

Please signify acceptance of this Proposal by signing below.

Authorized by:

Bernard Burchette  
Chief Business Official  
Spreckels USD

Scott Meizen  
VP / General Manager Syserco  
Energy Solutions, Inc.

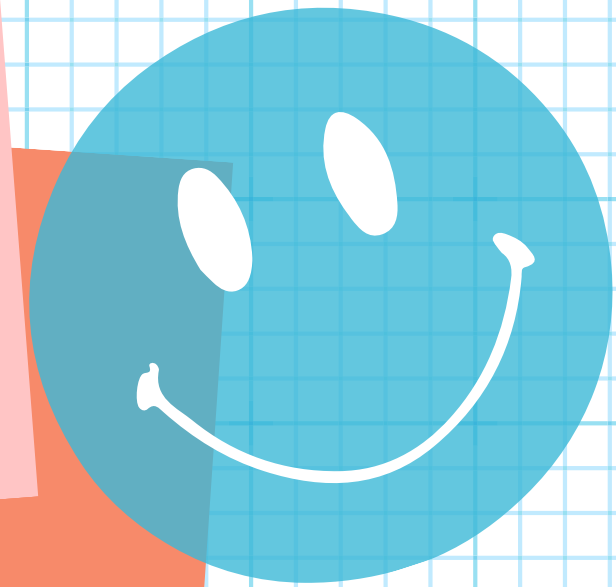
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Spreekels



Intervention



Overview

# Simple View of Reading

## Simple View of Reading

Gough & Turner, 1986, Decoding reading and reading Disability. *Remedial and Special Education*

$$D \times L = RC$$

### Decoding

Word recognition. The ability to instantly recognize a word.

### Language

Language comprehension. The ability to understand language structure, etc.

### Reading Comprehension

The ability to make meaning of connected text.

# Scarborough's Reading Rope

## The Reading Rope

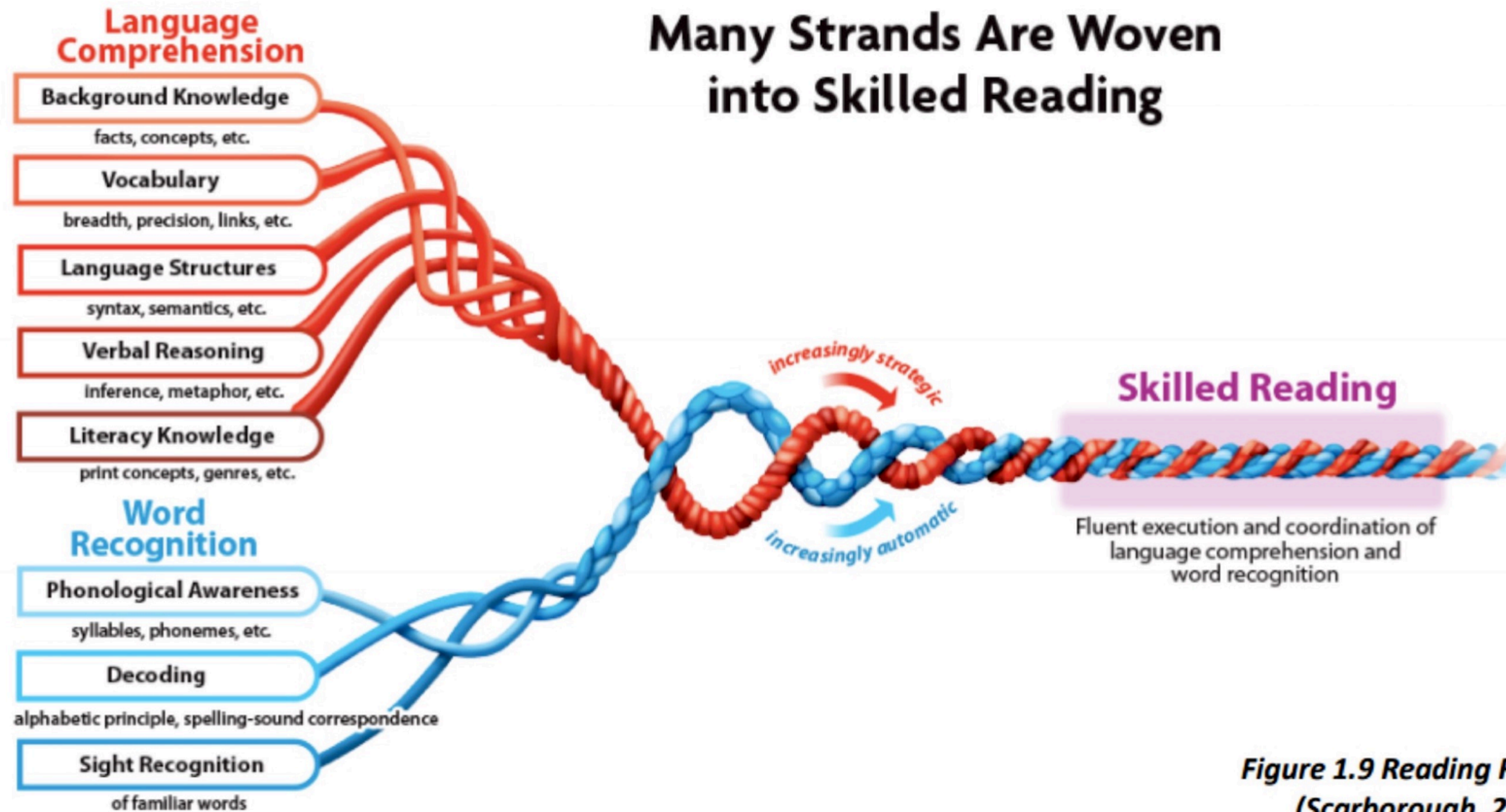


Figure 1.9 Reading Rope  
(Scarborough, 2001)



# SIPPS

**S**ystematic Instruction in **P**honological Awareness,  
**P**honics, and **S**ight Words

- Explicit program/Goal = automaticity
- Mastery Test every 10 lessons/sight words + phonics

# DIBELS

**D**ynamic Indicators of **B**asic **E**arly **L**iteracy **S**kills

- Set of short 1 minute fluency measures that can be used for universal screening, benchmark assessment, and progress monitoring for ALL students

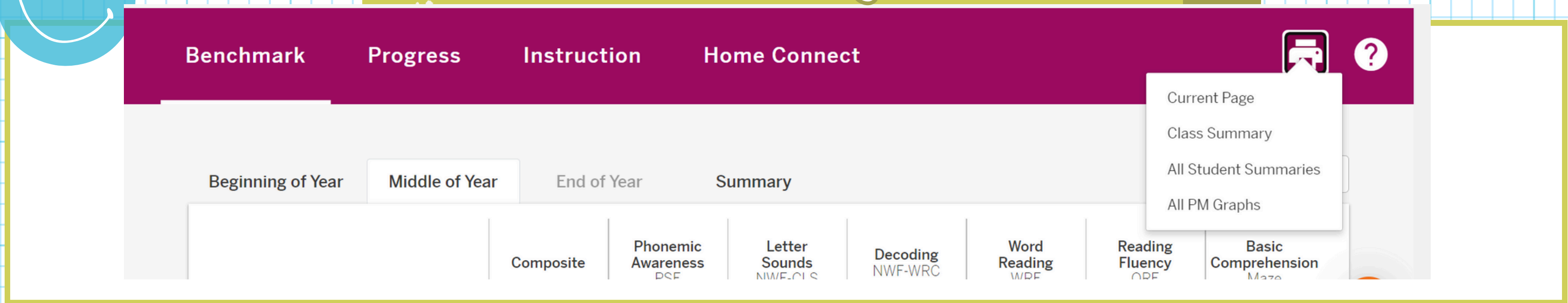
# Overview of Skills and Measures



ORF-WC Maze	At the end of the year, 100% of students should be reading grade-level text for meaning
ORF-WC	To read for meaning, students must be fluent readers
ORF-Acc	To be fluent readers, students must be accurate readers
NWF-WWR	To be accurate readers, students must be able to read CVC words
NWF-CLS	To read CVC words, students must be able to match sounds to letters
PSF	To match sounds to letters, students must be able to segment phonemes



# Accessing Reports



## **Class Summary:**

- Lists entire class with individual scores

## **All Student Summaries:**

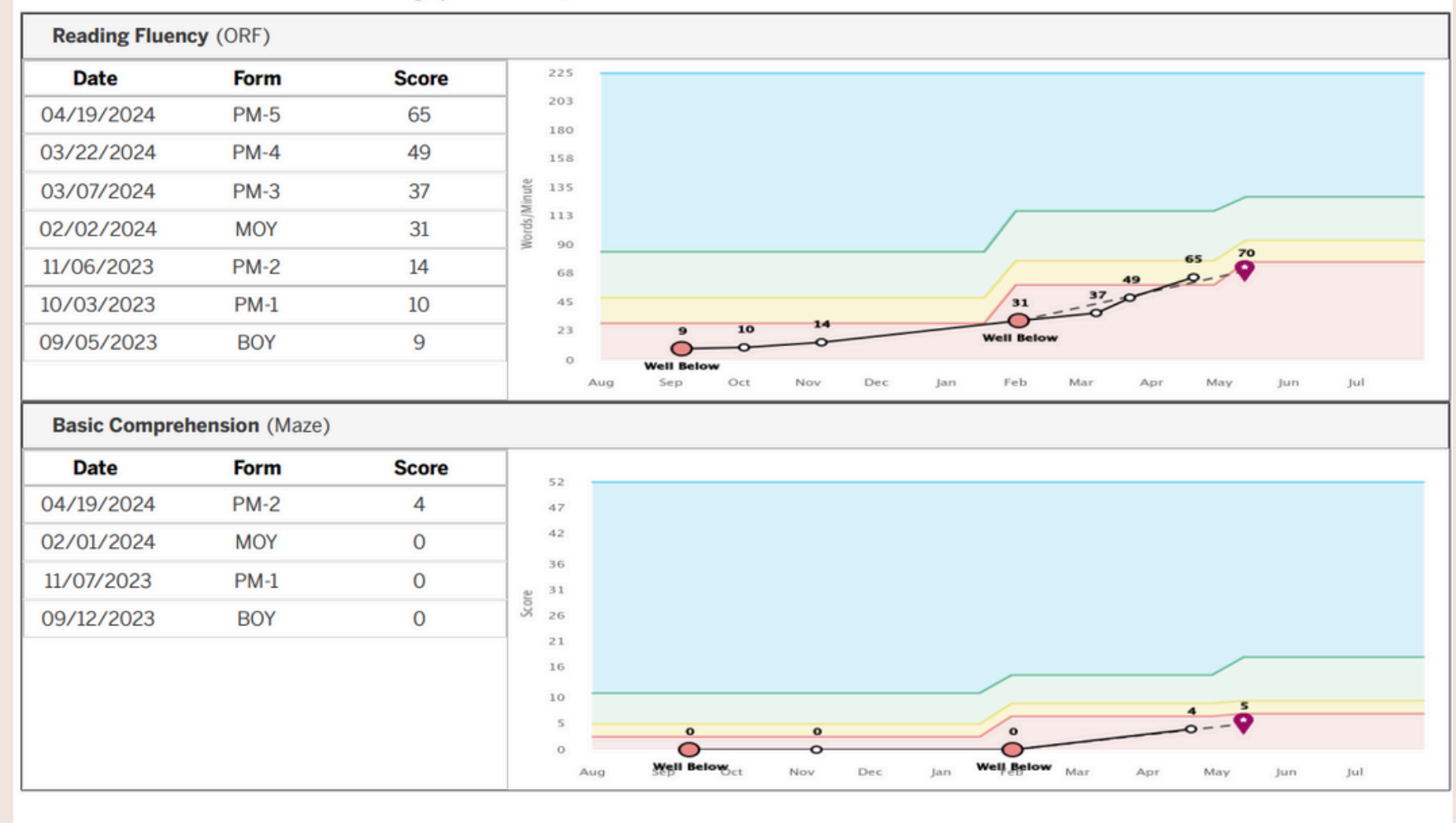
- Lists by individual student (BOY, MOY, EOY)

## **All PM Graphs:**

- Shows progress for ALL tests with targets
- Best report for parents, SSTs, IEPs, etc.



# Progress Monitoring Graph



# Practice Makes Permanent


**GOAL:**  
Deliver explicit,  
systematic  
instruction that  
provides multiple  
opportunities for  
responding

How many repetition does a student need  
when learning foundational reading skills?





# Small Groups

Benchmark Progress Instruction Home Connect 

Groups Students All Activities Past Updates: 02/02/2024 15:02:40 Grade 2

The first time you visit this page, groups are automatically generated based on the latest available assessment data. To update your groups based on additional benchmark or progress monitoring results, click **Update Recommendations**. To view a previous set of instructional groups, select them from the **Past Updates** list.

[Update Recommendations](#)

## DECODING

[Download all activities](#)

GROUP  
**1**

### Reading words with simpler patterns fluently 7 Students

**Can** identify some letter-sound correspondences.

**Need to work on** specific letter sounds and on blending CVC words with target letter sounds.

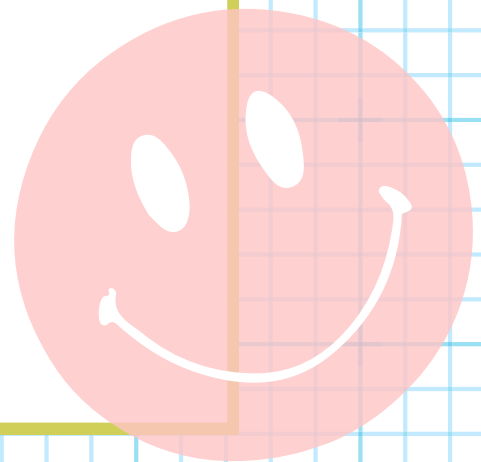
Students repeatedly missed particular letter(s) and need reinforcement on these particular letter sounds in isolation and in the context of words. Use the observed patterns below from NWF results for further identification of specific letters/sounds that need to be reviewed.

Provide students exposure to vocabulary and comprehension instruction through teacher read-

### Language Considerations

**ENGLISH LANGUAGE LEARNER** LANGUAGE VARIETY

Native language and literacy should be assessed for potential transference to English language and literacy. Include modeling, examples, and practice sounds and letter combinations and words that include the phonic elements from both languages.





# Resources for Instruction

## Instruction

### Summary

Students repeatedly missed particular letter(s) and need reinforcement on these particular letter sounds in isolation and in the context of words. Use the observed patterns below from NWF results for further identification of specific letters/sounds that need to be reviewed.

Provide students exposure to vocabulary and comprehension instruction through teacher read-alouds and oral instruction.

*\*Students that still struggle with individual letter sounds may be in need of intervention.*

### Observed Patterns

#### Observed patterns

- |  |                       |
|--|-----------------------|
| <input type="checkbox"/> Difficulty with long vowel sounds in CVCe words   | Letter Sounds NWF-CLS |
| <input type="checkbox"/> Accurate but slow   | Letter Sounds NWF-CLS |
| <input type="checkbox"/> Difficulty reading words with long vowel spelling pattern   | Decoding NWF-WRC      |
| <input type="checkbox"/> Difficulty reading words with r-controlled spelling pattern   | Decoding NWF-WRC      |
| <input type="checkbox"/> Difficulty reading words with 'ar' spelling pattern   | Decoding NWF-WRC      |
| <input type="checkbox"/> Difficulty reading 3- or more syllable words  | Word Reading WRF      |
| <input type="checkbox"/> Difficulty reading words with the suffixes 'es', 'er', 'y', including the inflectional endings 'ed' and 'ing' | Word Reading WRF      |
| <input type="checkbox"/> Difficulty reading 2-syllable words   | Word Reading WRF      |

### Activities

#### Activities

- |  |  |  |
|--|--|--|
| <input type="file"/> Introduce__             | <input type="file"/> Reintroduce __ sound    | <input type="file"/> Letter Sound Fluency    |
| <input type="file"/> Select From 2 Letters   | <input type="file"/> Init. Sound Letter ID-2 | <input type="file"/> Final Letter Sound ID-2 |
| <input type="file"/> Init. Sound Letter ID-3 | <input type="file"/> Final Sound Letter ID-3 | <input type="file"/> Difficult Letter ID-3   |

# SMALL GROUP ORGANIZER

DATE: \_\_\_\_\_

<b>Groups</b>	<b>Adult Responsible/ Location</b>	<b>Skill Focus</b>	<b>Progress Monitoring Plan</b>
<b>Group 1:</b>			
<b>Group 2:</b>			
<b>Group 3:</b>			
<b>Group 4:</b>			



# Resources for Instruction

**Benchmark**   **Progress**   **Instruction**   **Home Connect**

Groups   Students   **All Activities**

**Skills/Resources**

- Phonological Awareness
- Phonemic Awareness
- Letter Sounds
- Decoding**
- Advanced Decoding
- Oral Reading Fluency and Accuracy
- Comprehension
- Teacher Resources

All available activities for student small group and individual instruction are displayed by skill area; materials for educators are in Teacher Resources. Select a tab at the left to view the associated activities or resources below.

**Kindergarten**   Grade 1   Grade 2   Grade 3   Grade 4   Grade 5   Grade 6

**Activities**

Sounding Out Accuracy: Words Beginning with Continuous Sounds	Whispering Sounding Out: Words Beginning with Continuous Sounds	Shh! Just Say the Word: Words Beginning with Continuous Sounds
Sounding Out Accuracy: short a	Chop It Up, Build It Back: short a	Whispering Sounding Out Accuracy: short a
Sounding Out Accuracy: short e	Chop It Up, Build It Back: short e	Whispering Sounding Out Accuracy: short e
Sounding Out Accuracy: short i	Chop It Up, Build It Back: short i	Whispering Sounding Out Accuracy: short i
Sounding Out Accuracy: short o	Chop It Up, Build It Back: short o	Whispering Sounding Out Accuracy: short o
Sounding Out Accuracy: short u	Chop It Up, Build It Back: short u	Whispering Sounding Out Accuracy: short u

**Ask for help!**



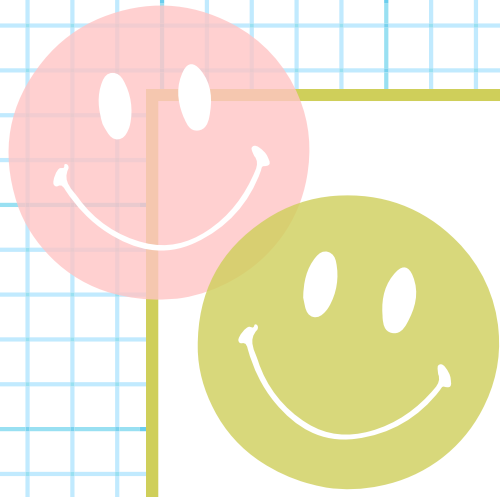
# Diving Deeper Into Data

★ Going beyond the composite score.

★ Looking closer into the individual skills/assessments to find students with similar needs and where targeted support needs to be given

Composite Goal 389	NWF-CLS Goal 68	NWF-WRC Goal 20	WRF Goal 36	ORF-Accu Goal 96%	ORF Goal 78	Maze Goal 9
398 Benchmark	86 Benchmark	26 Benchmark	60 Benchmark	99% Benchmark	71 Below	11.5 Benchmark
410 Benchmark	71 Benchmark	19 Below	65 Above	97% Benchmark	116 Benchmark	8 Below
395 Benchmark	48 Well Below	6 Well Below	53 Benchmark	99% Benchmark	107 Benchmark	11 Benchmark





**8**  
**Celebrate!!**  
♡

**1**  
**Determine student groupings**  
(Groups)

**2**  
**Assign adults to groups**

**7**  
**Collect and review data**  
(Progress)

**8**  
**Step Cycle to Grow Your Classroom Using Amplify!**

**3**  
**Plan for week's lessons**  
(Activities)

**6**  
**Progress Monitor**  
(Every 2 weeks is ideal)

**5**  
**Reteach/ Small groups**

**4**  
**Determine and gather/print materials**





**Spreckels Union School District**  
Special Education Program Historical Cost

	a 2017-18 actuals	b 2018-19 actuals	c 2019-20 actuals	d 2020-21 actuals	e 2021-22 actuals	f 2022-23 actuals	g 2023-24 projected 2nd Interim	h VARIANCE CY to PY
<b>Revenue</b>	\$ 517,604	\$ 564,555	\$ 593,759	\$ 729,069	\$ 775,828	\$ 1,016,755	\$ 911,899	\$ (104,856)
<b>Contribution from General Fund</b>	\$ 777,247	\$ 799,851	\$ 776,341	\$ 811,726	\$ 1,012,510	\$ 729,477	\$ 1,272,296	\$ 542,819
<b>Total Revenue with Contribution</b>	\$ 1,294,851	\$ 1,364,406	\$ 1,370,100	\$ 1,540,795	\$ 1,788,338	\$ 1,746,232	\$ 2,184,195	\$ 437,963
<b>Salaries and Benefits</b>	\$ 875,940	\$ 955,903	\$ 951,804	\$ 1,061,047	\$ 1,040,767	\$ 1,002,283	\$ 1,079,187	\$ 76,904
<b>Supplies and Materials</b>	\$ 1,898	\$ 3,305	\$ 3,863	\$ 5,070	\$ 2,224	\$ 6,259	\$ 22,348	\$ 16,089
<b>Professional/Consulting Services</b>	\$ 99,716	\$ 77,610	\$ 78,400	\$ 139,884	\$ 160,517	\$ 210,475	\$ 440,810	\$ 230,335
<b>Indirect Cost</b>	\$ 111,441	\$ 104,870	\$ 95,503	\$ 120,113	\$ 93,510	\$ 103,898	\$ 149,819	\$ 45,921
<b>Excess Cost (Billback for MCOE programs)</b>	\$ 201,260	\$ 237,724	\$ 261,197	\$ 214,682	\$ 491,319	\$ 423,317	\$ 492,031	\$ 68,714
<b>Total Expenditures</b>	\$ 1,290,256	\$ 1,379,412	\$ 1,390,766	\$ 1,540,795	\$ 1,788,338	\$ 1,746,232	\$ 2,184,195	\$ 437,963
year over year	\$ (41,376)	\$ 89,156	\$ 11,354	\$ 150,029	\$ 247,543	\$ (42,106)	\$ 437,963	\$ 480,069
<b>STAFFING (FTE)</b>								
Certificated	6	5	5	5	5	4.8	4	
Classified	7	7	7.5	7.5	7.5	9.75	6	
Contracted	1(psych)	1(psych)	1(psych)	varies/assessment(psych)	varies/assessment(psych)	varies/assessment(psych)	varies/assessment(psych)	
Administration	Co-coord stip	Coord stip	Sped Director/OT	Sped Director/OT	Sped Director/OT	Sped Director/OT	Sped Director/OT	
				64 Unduplicated Students	71 Unduplicated Students	87 Unduplicated Students	89 Unduplicated Students	2 Unduplicated Students
				<b>955</b>	<b>921</b>	<b>918</b>	<b>888</b>	
				<b>6.81%</b>	<b>7.71%</b>	<b>9.48%</b>	<b>10.02%</b>	



# **SPRECKELS UNION SCHOOL DISTRICT**

## **SPECIAL EDUCATION PROGRAM UPDATE**

**May, 2024**

### **BACKGROUND**

The Spreckels Union School District (District) continues to successfully provide Special Education (SE) Programs for children with mild/moderate impairments at Spreckels Elementary and Buena Vista Middle Schools. Children with more severe disabilities are placed in regional programs operated by the Monterey County Office of Education (MCOE) or Monterey Peninsula Unified School District (MPUSD). Cost increases are due to recurring charges from MCOE in conjunction with the District's lack of comprehensive SE Program options. This is especially true for preschool educational services through MCOE.

Beginning with the school year 2008-09, one of the goals of the District SE Program was to reduce the number of children in outsourced educational placements. Concurrently, the second goal was to provide more inclusive SE services to children using District staff and school site resources. MCOE has gradually reduced the programs they provide since many Monterey County school districts have placed fewer students in their programs.

### **PROGRAM CHANGES/UPDATE**

Currently, 95 pre-school-8<sup>th</sup> grade students (63 at Spreckels Elementary, 32 at Buena Vista Middle School) participate in SE services in District programs. Seven students (K-8<sup>th</sup> grade) are placed in MCOE or MPUSD regional programs due to extraordinary needs. As of the end of April 2024 there are an additional 10 students pending SE assessment and eligibility findings.

The District is considered the District of Special Education Accountability and is therefore responsible for SE services when a child with a disability living within the district boundaries turns three. With this in mind, currently there is one preschooler residing in the District boundaries placed in regional preschool classrooms.

The students' eligibility for SE served in district programs breaks down as follows: 50 students are eligible for SE in the category of Learning Disability, 32 students are eligible for SE in the category of Speech Language Impairment, 9 students are eligible for SE in the category of Other Health Impaired, 1 student is eligible for SE in the category of Orthopedic Impairment, and 3 students are eligible for SE in the category of Autism.

### **FINANCIAL IMPACT**

The total longitudinal dollar amount has fluctuated through the years as costs are driven by program enrollment. The attached chart entitled Special Education Program Historical Cost shows the trend beginning with school year 2016-17 to the present school year.

For the currently budgeted 2022-23 school year, \$588,075 has been allocated to cover actual and unexpected costs of students enrolled in Regional Programs prior to the end of this school year. The total program cost is projected to be \$2.03M with a \$1.1M contribution from the General Fund.

### **SPECIAL EDUCATION ENROLLMENT PROJECTIONS**

The District anticipates the continuation of services for one preschool student currently being served by MCOE. As the student turns five they will continue to be reevaluated for possible placement consideration in District classes. In addition, four elementary aged students are projected to continue in regional placement classrooms in the 2024-25 school year.

In considering the seven students placed outside of the District, five are expected to continue receiving services for the 2024-25 school year. One is matriculating, and one is being considered for a transition to District programs.

In addition, there are at least 8 children currently identified as infants with special needs residing in the District and anticipated to need SE assessment and possible services in the 2024-25 school year, either in District or through regional programs.

### **RECOMMENDATIONS**

The following recommendations are based primarily on the second goal to provide more inclusive SE services to children using District staff and school site resources as well as to continue and broaden the District's capabilities in providing on-site special education services for children residing in our attendance area:

- Maintain the current staffing levels to ensure our ability to provide necessary programs and services to special education children enrolled in the District.
- Develop and maintain teacher and paraeducator training programs to encourage professional growth for special education teachers currently employed in the District.
- Continue to provide general education intervention, including tutoring and bridging services as well as Social Emotional Learning curriculum in an effort to mitigate later SE placements that are a result of poor academic achievement or behavior concerns.

# SPRECKELS UNION SCHOOL DISTRICT JOB DESCRIPTION

**POSITION:** District Administrative Assistant  
**RANGE:** Confidential Salary Schedule

**SUPERVISOR:** Superintendent

## **A. PRIMARY FUNCTION**

Perform a variety of complex and detailed tasks ensuring the integrity, accuracy and completeness of student data, board documents, and tasks associated with payroll.

Provide administrative and technical support services to the Superintendent and Board of Trustees in the organization and compilation of the board documents.

## **B. ESSENTIAL FUNCTIONS**

**Duties of this position may include, but are not limited to the following:**

- Oversight of the student registration process. Maintain necessary enrollment forms, and annual electronic data confirmation forms & systems for implementation at sites.
- Ensure compliant data accuracy and confidentiality reporting for the California Longitudinal Pupil Achievement Data System (CALPADS), English Language Proficiency Assessments for California (ELPAC), and the California Department of Public Health Immunization Branch (Shots for Schools)
- Coordinate the District's interdistrict (ID) student program; communicate ID process with parents, District personnel, and other Districts' personnel
- Attend Board meetings; perform various administrative assistant duties for the Board, including assisting with the coordination, assembling and preparation and presentation of agenda and supporting materials; record Board meetings; prepare minutes following Board meetings; comply with Board information filing mandates.
- Support Board election process and Conflict of Interest (form 700) filings
- Maintain and update Board policies and regulations.
- Serve as custodian of records maintaining files of Board packets, official minutes and Board resolutions.
- Perform duties associated with payroll, employee benefits management, workers' compensation claims and unemployment claims
- Accept other duties and responsibilities as designated by the Superintendent

## **C. QUALIFICATIONS**

### **Minimum Requirements:**

- A.A. degree or higher required, or academic/technical programs or experience determined to meet equivalency.
- Three years of experience and demonstrated high proficiency with MS Word, Excel, PowerPoint, Outlook, Google Docs and Google Sheets, database applications and/or student information systems, cloud-based and web-based applications, and other applications
- Successful completion of clerical test to evaluate typing and other computer applications
- Possession of a valid Class C California driver's license
- Bilingual in Spanish desirable
- Previous experience working in a school district desirable

### **Knowledge of:**

- Office methods, practices, and equipment including filing systems; use of personal computer, telephone and appropriate software programs; correct English usage, spelling, grammar, punctuation, and letter and reporting writing
- Procedures in the maintenance of student, payroll and board policy information, and the applicable state requirements

### **Ability to:**

- Work under pressure and maintain confidentiality
- Develop a network of resources to coordinate payroll, benefit, and a variety of student data.
- Prioritize and meet daily, weekly and monthly deadlines for reporting needs
- Read, understand, interpret, and follow laws, rules, regulations, processes, policies, and methods of the office, the District, and the State of California
- Perform under demanding and varied work schedule with ability to remain flexible and focused during interruptions and distractions
- Communicate effectively in the English language, both orally and in writing
- Understand and follow oral and written directions
- Make simple mathematical calculations with speed and accuracy

## **D. PHYSICAL REQUIREMENTS**

### **Incorporated within one or more of the essential functions of this position are the following essential physical requirements:**

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Manual dexterity sufficient to write, use the telephone, computer, calculator, and office machines at required speed and accuracy
- Vision sufficient to read handwritten and printed materials, and the display screens of various office materials and equipment

- Hearing sufficient to communicate in person and hold telephone conversations in normal range
- Speaking ability in an understandable voice and sufficient volume to be heard in normal conversational distances on the telephone and addressing groups
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, and to reach overhead
- Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, stairs, ramps, and to respond to emergency situations
- Physical strength sufficient to periodically lift and/or carry 25 pounds of materials or supplies

**E. WORKING CONDITIONS**

- Indoor working environments during day hours

Board approved: TBD

[Board first read 4/4/2024](#)

# SPRECKELS UNION SCHOOL DISTRICT

## JOB DESCRIPTION

**TITLE:** School Site Secretary

**SUPERVISOR:** School Site Principal

**RANGE:** ~~31~~ 45

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### GENERAL FUNCTION

Performs secretarial duties under the supervision of the Principal.

### MINIMUM QUALIFICATIONS

- High school diploma or equivalency
- Two to three years of broad, varied, responsible secretarial and clerical experience, including the use of computers and other office equipment, preferably in public education.
- First Aid and CPR certification
- Knowledge of correct English usage, spelling, grammar, punctuation, and vocabulary.

### DESIRABLE QUALIFICATIONS

- Strong public relations and interpersonal skills
- Ability to problem solve when using computers and specific software related to the task
- Ability to work under pressure
- Knows basic school district organization, functions, rules and regulations
- Understands and carries out complex oral and written instructions
- Bilingual ability in Spanish

### EXAMPLES OF DUTIES

- Uses computers and other office equipment
- Uses computers in word processing and spread sheet applications
- Meets daily, weekly and monthly deadlines for reporting needs
- Prepares letters/reports/memos from oral and written instructions with accuracy and in appropriate formats
- Uses maintains accurate and current records, files as assigned by the principal
- Acts as school site receptionist, screening telephone calls, letters, visitors
- Completes general office duties as requested by the Principal (i.e., parent-teacher conference materials, Kindergarten packets, master calendar scheduling, field trips, etc.)
- Composes correspondence
- Opens, dates and routes mail to staff
- Maintains office equipment
- Uses computers and other equipment to produce accurate, professional-appearing documents, reports and records
- Assists the Principal in organizing meetings and conferences



- Maintains the Principal's daily calendar and appointment schedule when requested
- Compiles school site data
- Oversees supply ordering, distribution, maintenance, and accounting procedures for the school office and site staff (certificated and classified)
- Provides basic health aide services to students and staff (i.e., first aid, first aid kits, parents contracts, ordering and maintenance of supply inventory, necessary documentation) under the direction of the Principal
- Compiles and organize school site time sheets and sick leave data as required
- Participates in the management of the computerized attendance at the school site level as required
- Performs the accounts receivable/payable functions of the school site funds and prepares deposits for Business Office staff to deliver to the bank
- Maintains log on tickets sales and numbers generated by student activities (i.e., dances)
- Performs other duties as assigned

### **PHYSICAL REQUIREMENTS**

- Ability to see for purposes of reading student records, policies, other printed materials, and working on computer screens/monitors
- Ability to understand speech and normal levels in person or on the telephone
- Ability to communicate so others will be able to clearly understand a normal conversation in person or on the telephone
- Ability to operate computer equipment, typewriter, calculator, copy machine and other office machines with dexterity
- Ability to occasionally lift/carry office supplies and printed materials weighing up to 25 pounds
- Ability to sit at desk for prolonged periods of time
- Ability to bend, crouch or kneel at files, push/pull file drawers
- Ability to reach in all directions
- Ability to spend prolonged periods of time working at a computer terminal

### **OTHER REQUIREMENTS**

- Uses good judgment in all assigned duties requiring confidentiality

CSEA Position, Range ~~31~~ 45

Date of Board Approval: 11/10/98

Board first read 5/2/2024

# SPRECKELS UNION SCHOOL DISTRICT

## JOB DESCRIPTION

**POSITION:** Elementary School Music Teacher ~~and Middle School Band Director~~  
**SUPERVISOR:** School Site Principals  
**RANGE:** Certificated Salary Schedule

---

### A. PRIMARY FUNCTION:

Under the supervision of the Site Principal, the candidate is responsible for teaching general music to pupils in grades TK-~~56 as well as directing the Middle School Band, and Choral program~~. Implement instruction that aligns closely with the nine-point National Music Education Standards which includes singing, playing instruments, dance and movement, analysis, performance, literacy, and historical context .

### B. ESSENTIAL FUNCTIONS / EXAMPLES OF DUTIES

**Duties of this position may include, but are not limited to the following:**

- ~~• Band instruction to beginning, intermediate and advanced students is during the same class/time period~~
- ~~• Recruits 4<sup>th</sup> – 8<sup>th</sup> grade students to receive instruction in playing standard band instruments~~
- Plans/executes a balanced music program and organizes class time so that preparation, rehearsal, and instruction can be accomplished within the allotted time
- ~~• Cooperates with Site Principals and staff in providing a musical end of the year program for Kindergarten and Winter and Spring Concerts for Band (Choir/Chorus)~~
- Utilizes repertoire of all types of music literature, including traditional and contemporary that are appropriate for the ages and skill levels of pupils
- Selects appropriate music, books, and instructional aids to enhance learning and requisitions musical instruments and instructional supplies as necessary
- Maintains inventory of, care/responsibility for school-owned music, musical instruments, and equipment to prevent loss or abuse. Makes minor adjustments and requests repairs to instruments as required
- Order materials as needed and make recommendations of supplies and equipment for purchase
- Communicates with parents and school staff to keep track of scheduling, announcements and progress
- Presents information on the band music program to other school personnel, the Governing Board, and the Spreckels Union Educational Foundation
- Selects and arranges music to include the musical ability of all students
- Organizes, rehearses and presents grade-level music performances concerts demonstrating student progress in instrumental and choral music
- Coordinates music performances in collaboration with site and/or district administration.

### C. QUALIFICATIONS

**Minimum Requirements:**

- Holds a California Teaching Credential in Music Education
- Bachelor's Degree with major or minor in Music
- Band experience preferred
- First Aid and CPR certification
- English Language Authorization or CLAD equivalent

- Ability to play at least one standard orchestral instrument or ability to sing
- Orff-Schulwek training preferred
- Experience as a school music teacher

**Knowledge of:**

- Planning and implementing musical lessons and performances for maximum effectiveness.
- Providing appropriate student supervision so that students have a safe and orderly environment in which to learn and perform.
- Curriculum and other developmental programs to effectively teach proper musical techniques
- Basic proficiency on piano and guitar helpful

**Ability to:**

- Work with others and a desire to help others
- Analyze the class level of musical competence and select music that is developmentally appropriate Adapt standards to each situation and always strive to bring pupils up at their own rate

**D. PHYSICAL REQUIREMENTS**

- Ability to see for purposes of reading correspondence, documents, working on computer screens/monitors, and other printed matter
- Ability to hear and understand speech at normal levels in person and/or on the telephone
- Ability to communicate so others will be able to clearly understand a normal conversation in person and/or on the telephone
- Ability to operate computer equipment, typewriter, calculator, copy machine, and other office machines with dexterity
- Ability to occasionally lift/carry office supplies and printed materials weighing up to 25 pounds
- Ability to sit at desk for prolonged periods of time
- Ability to bend, crouch or kneel at files, push/pull file drawers
- Ability to reach in all directions
- Ability to use hands and arms for repetitive manipulation and single grasping
- Ability to spend prolonged periods of time working at a computer

**E. WORKING CONDITIONS**

- Indoor/Outdoor work environment subject to standing /sitting for long periods of time, bending, crouching, kneeling, walking, pushing, pulling, and squatting.
- The noise level of this job is generally loud but may be moderate.

Board Approval [05-04-2023](#)

[First read: 05-02-24](#)

**Policy 1431: Waivers**

Status: DRAFT

Original Adopted Date: 11/03/2022 | Last Reviewed Date: 11/03/2022

The Governing Board recognizes that circumstances may arise in the operation of the district that require a waiver from state law or regulation. When it is in the interest of district students, the Board may request that the State Board of Education (SBE) waive any provision of state law or regulation which SBE has authority to waive pursuant to Education Code 33050.

Any waiver request to be submitted to SBE shall first be approved by the Board. The Superintendent or designee shall ensure that each proposed waiver request includes all information necessary for the Board to analyze the need for the waiver and make an informed decision.

If the proposed waiver request affects a program that requires the existence of a school site council, the Superintendent or designee shall obtain the school site council's approval of the request before presenting it to the Board. As appropriate, other councils or advisory committees, including bilingual advisory committees, shall be provided adequate opportunity to review a proposed waiver request, and the request shall include a written summary of any objections to the request by the councils or advisory committees. (Education Code 33051)

In addition, the Superintendent or designee shall consult with the exclusive representative of district employees in the development of the waiver request, and shall include in the request the exclusive representative's position regarding the waiver. (Education Code 33050, 33051)

A request for a waiver related to a regional occupational center or program operated by a joint powers agency shall be submitted as a joint waiver request with other participating school districts upon approval of a unanimous vote of the governing board of the joint powers agency. (Education Code 33050)

To receive public testimony on each proposal for a waiver request, the Board shall hold a properly noticed public hearing during a Board meeting. (Education Code 33050)

The notice, which shall state the time, date, location, and subject of the public hearing and invite public testimony, shall ~~may~~ be printed in a newspaper of general circulation, ~~and/or~~ posted at each school and three public places in the district, or published on the district's website.

If the district determines that a waiver is needed for more than one year, the Board shall reapply to SBE. When the Board has requested and received the same general waiver from SBE for two consecutive years, the Board does not subsequently need to reapply annually provided that the information contained on the request remains current, except that the district shall apply annually for the renewal of any waiver regarding teacher credentialing. (Education Code 33051)

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**Bylaw 9321: Closed Session**

Status: DRAFT

Original Adopted Date: 11/03/2022 | Last Reviewed Date: 11/03/2022

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below provided in the accompanying Exhibit (1). (Government Code 54954.2, 54954.5, 54957)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session as specified in this bylaw. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. In the closed session, the Board may consider only those items matters covered in its statement. (Government Code 54957, 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any actions taken in the closed session, the votes or abstentions thereon, and other disclosures as specified in this bylaw below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session as required by law and provided in the accompanying Exhibit (2). (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document, such as a contract or settlement agreement, that becomes public upon such approval or adoption, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary changes to the document are retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

**Confidentiality**

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information or the information has been publicly reported by the District. (Government Code 54963)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

**Personnel Matters: Appointment, Employment, Performance Evaluation, or Discipline/Dismissal/Release**

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, or dismissal or change in employment status of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957, 54957.1)

**Personnel Matters: Specific Complaints or Charges**

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the Superintendent or designee shall ensure that the employee shall receives written notice of the right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the closed session. (Government Code 54957)

**Personnel Matters: Application for Early Withdraw of Funds in Deferred Compensation Plan**

The Board may hold a closed session to discuss an employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

### Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the open meeting requirements of Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a fact finder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, ~~The Board may meet in closed session~~ to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. ~~Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose~~ A closed session regarding salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval Pursuant to Government Code 54957.1, approval in closed session of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. However, the Board may, at its sole discretion, vote on such an agreement in open session. (Government Code 54957.1)

### Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information such as grades or discipline



information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian or adult student, At least 72 hours prior to the start of the meeting of which the closed session is a part, the Superintendent or designee, on behalf of the Board, shall, in writing, by registered or certified mail or by personal service, notify the student and the student's parent/guardian of the intent of the Board to hear the item in closed session. If a written request for open session is received from the student or the student's parents/guardians within 48 hours of receiving the notice, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any other student other than the student requesting the public meeting shall remain in closed session. (Education Code 35146, 48912, 49070)

The If the Board conducts an expulsion hearing pursuant to Board Policy 5144.1 - Suspension and Expulsion/Due Process, the Board shall do so meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board shall meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information. Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

However, in taking final action, the Board shall not release any information in violation of In order to protect student privacy rights provided in 20 USC 1232g or other applicable laws, the identity of a student shall not be listed in the agenda and, unless the item is heard in open session, shall not be included in any report after closed session. Additionally, a student matter shall be listed in the open session portion of the agenda with the same description and numbering system as it was on the closed . In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name portion of the agenda.

### Security Matters

The Board may meet in closed session with the Governor, Attorney General, District Attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government Code 54956.5, 54957) Agenda items related to these security matters shall specify the name of the law enforcement agency Board Bylaw 9320 - Meetings and the title of the officer, or name of applicable agency representative Notices and title, with whom the Board will consult. (Government Code 54954.5) Bylaw/Exhibit (1) 9323.2 - Actions By The Board.

The Board may also meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)

### Real Property Negotiations

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

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), the property under negotiation, and the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8) Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the

absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5) When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

### **Pending Anticipated Litigation/ Initiation of Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending anticipated litigation or whether to initiate litigation when discussion of either the matter in open session would prejudice the district's position with respect to such in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9) Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(d)(1))

A point has been reached where to be "anticipated" when, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or against a district officer or employee or the Board is meeting solely to determine whether, based on prior prospective activities or alleged activities during and potentially during the course and scope of that office or employment. existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))

Existing facts and circumstances for these purposes are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.
2. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.
3. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
6. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(d)(4))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9 (d)(1), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)



"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)  
Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

Each agenda item related to anticipated litigation shall only contain one such matter. For an anticipated litigation item that is anticipated based on Items #2, #3, or #5 above, the agenda item shall also include the facts or circumstances that might result in litigation, the claim or written threat of litigation, or the record of the threat. However, the agenda item shall not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on the alleged victim's behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed. (Government Code 54956.9)

### **Existing Litigation**

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding existing litigation when discussion of the matter in open session would prejudice the district's position with respect to such litigation. Litigation is considered to be "existing" when the district has been named a party to the litigation or a district officer or employee has been named a party to the litigation based on prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which involves whether an activity is outside the course and scope of the office or employment. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

### **Tort, Public, or Workers' Compensation Liability**

#### **Joint Powers Agency Issues**

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)(Government Code 54956.95)

Closed-session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

#### **Joint Powers Agency Issues**

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district and that was obtained in a closed session of a JPA of which the district is a member. During the Board's closed session, a Board member serving on the JPA board may

disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the name of the JPA, the closed session description used by the JPA, and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

#### **Review of Audit Report from California State Auditor's Office**

Upon receipt of a confidential final draft audit report from the California State Auditor's Office and before the report has been made public, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report shall must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

#### **Review of Assessment Instruments**

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

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**Exhibit 9321-E(1): Closed Session**

Status: DRAFT

Original Adopted Date: 11/03/2022 | Last Reviewed Date: 11/03/2022

**BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS**

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

**Personnel Matters**

**PUBLIC EMPLOYEE APPOINTMENT**

Government Code 54957

Title: \_\_\_\_\_

(Specify position to be filled)

**PUBLIC EMPLOYMENT**

Government Code 54957

Title: \_\_\_\_\_

(Specify position to be filled)

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Government Code 54957

Title: \_\_\_\_\_

(Specify position title of employee being evaluated)

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Government Code 54957

(Due to employee privacy rights, no additional information is required. An employee's dismissal or nonrenewal shall not may be reported until the employee has first exhausted any right to a hearing or other administrative remedy provided.)

**SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE**

Government Code 54957

(Due to employee privacy rights, no additional information may be provided is required.)

**EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN**

Government Code 54957.10

(No additional information may be provided is required.)

**Negotiations/Collective Bargaining**

**CONFERENCE WITH LABOR NEGOTIATORS**

Government Code 54957.6

District Designated Representatives:

\_\_\_\_\_  
(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee Organization:

\_\_\_\_\_  
(Specify name of employee organization with which negotiations are being held.)

or

Unrepresented Employee(s):

\_\_\_\_\_  
(Specify position of unrepresented employee(s) who are the subject of the negotiations.)

**Matters Related to Students**

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Education Code 35146

Student identification number: Tracking/Identification Number:

(It is recommended that the student's name not be listed. (Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT EXPULSION

Education Code 48912

Student identification number: Tracking/Identification Number:

(It is recommended that the student's name not be listed. (Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

STUDENT GRADE CHANGE APPEAL

Education Code 49070

Student identification number: Tracking/Identification Number:

(It is recommended that the student's name not be listed. Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

CONFIDENTIAL STUDENT MATTER

Action Under Consideration:

(If the Board is considering a confidential student matter other than those listed above, specify type of action.)

Student identification number: Tracking/Identification Number:

(It is recommended that the student's name not be listed. Due to student privacy rights, no additional information may be provided. The district may use other means to identify the student for record-keeping purposes.)

Security Matters

THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code 54957

Consultation With: \_\_\_\_\_

(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN

Education Code 32281

Consultation With: \_\_\_\_\_

(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: \_\_\_\_\_

(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)

District Negotiator: \_\_\_\_\_

(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Party With Whom District Is Negotiating parties: \_\_\_\_\_  
(Specify name of party, not agent.)

Under Negotiation: \_\_\_\_\_  
(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

**Anticipated Pending Litigation/Initiation of Litigation**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3)

(If applicable) Existing Facts And Circumstances: \_\_\_\_\_

CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION  
Initiation of litigation pursuant to Government Code 54956.9(d)(4)

(If applicable) Existing Facts And Circumstances: \_\_\_\_\_

**Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
Government Code 54956.9(d)(1)

Name Of Case: \_\_\_\_\_  
(Specify by reference to claimant's name, names of parties, or case or claim numbers.)

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Government Code 54956.9(d)(2) or (3) Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3). Number of potential cases: \_\_\_\_\_ Or initiation of litigation pursuant to Government Code 54956.9(d)(4). Number of potential cases: \_\_\_\_\_ If applicable, facts and circumstances: \_\_\_\_\_ (The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that might result in litigation against the district and that are known to potential plaintiff(s).) **Joint Powers Authority Issues** **LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY** Government Code 54956.95 Name of claimant(s): \_\_\_\_\_ (Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)

**Tort, Public, or Workers' Compensation Liability**

**LIABILITY CLAIMS**  
Government Code 54956.95

Name Of Claimant(s): \_\_\_\_\_  
(Specify name, except when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)

Name Of Agency Against Which The Claim Is Made: \_\_\_\_\_

**Joint Powers Authority Issues**

**CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT**  
Government Code 54956.96

Name of JPA: \_\_\_\_\_

Discussion  Will  Concern:

\_\_\_\_\_  
(Specify closed session description used by the JPA.)

Name of  District  district  Representative  On JPA board: \_\_\_\_\_

Names of agencies or titles of representatives attending the closed session as consultants or other representatives, if applicable: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Review of Audit from State Auditor's Office**

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE  
Government Code 54956.75  
(No additional information is required.)

**Review of Assessment Instruments**

REVIEW OF STUDENT ASSESSMENT INSTRUMENT  
Education Code 60617

The Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program. Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review. (Reference resolution in which board agreed to accept the terms or conditions established by rules and regulations of the State Board of Education.)

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**Exhibit 9321-E(2): Closed Session**

Status: DRAFT

Original Adopted Date: 11/03/2022 | Last Reviewed Date: 11/03/2022

**REPORTS OF CLOSED SESSION ACTIONS**

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

**Personnel Matters**

**PUBLIC EMPLOYEE APPOINTMENT**

Title of position: \_\_\_\_\_  
(Specify position to be filled)

Appointment Made Action taken: (Yes; otherwise no action taken) \_\_\_\_\_  
(e.g., appointment/employment/evaluation/discipline/dismissal/release)

Board member votes/abstentions: \_\_\_\_\_  
Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_  
(Enter names of Board members)

**PUBLIC EMPLOYMENT**

Title: \_\_\_\_\_  
(Specify position to be filled)

Decision to Employ: (Yes; otherwise no action taken)

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_  
(Enter names of Board members)

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: \_\_\_\_\_  
(Specify title of employee being evaluated)

(If applicable) Board evaluated an employee in the above listed position.

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Title: \_\_\_\_\_  
(Specify position to be filled)

(If applicable) Decision to Employ: (Yes; otherwise no action taken)

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_

(Enter names of Board members)

**SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE**

(If applicable) Board heard/discussed a specific complaint or charge against an employee

**EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED COMPENSATION PLAN**

(If applicable) Board received/discussed an employee's application for early withdrawal of funds in deferred compensation plan.

**Negotiations/Collective Bargaining**

Approval of final agreement with represented employees/Item approved:

----- Other party/parties to the negotiation:

----- Board member votes/abstentions:

(If applicable) Agreement Reached With: -----  
(Specify Employee Organization)

Ayes: -----

Nays: -----

Abstentions: -----

Absent: -----

Recused: -----

(Enter names of Board members)

**Matters Related to Students**

(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)

**STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION**

Tracking/Identification Number: -----

(If applicable) Board heard/discussed this matter and will vote in open session as indicated in the agenda.

**STUDENT EXPULSION**

Tracking/Identification Number: -----

(If applicable) Board heard/discussed this matter and will vote in open session as indicated in the agenda.

**STUDENT GRADE CHANGE APPEAL**

Tracking/Identification Number: -----

(If applicable) Board heard/discussed this matter and will vote in open session as indicated in the agenda.

**CONFIDENTIAL STUDENT MATTER**

Action Under Consideration: -----

Tracking/Identification Number: -----

(If applicable) Board heard/discussed this matter

**Security Matters**

Action taken: ----- (e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan) Board member votes/abstentions: -----



**THREAT TO PUBLIC SERVICES OR FACILITIES**

(If applicable) Board consulted with: \_\_\_\_\_  
(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

**DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN**

(If applicable) Board approved a Tactical Response Plan.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_  
(Enter names of Board members)

**Real Property Negotiations**

Action taken: \_\_\_\_\_ (Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.) Substance of the agreement: \_\_\_\_\_  
Board member votes/abstentions: \_\_\_\_\_

(If applicable) Board approved an agreement concluding real estate negotiations and the agreement.) is final.

Substance Of Agreement: \_\_\_\_\_

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_  
(Enter names of Board members)

**Anticipated Litigation/Initiation of Litigation**

**CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

(If applicable) Board has given approval to legal counsel to defend the district against anticipated litigation.

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_  
(Enter names of Board members)

or

(If applicable) Board approved an agreement concluding this matter and the agreement is final.

Adverse Party(s): \_\_\_\_\_

Substance Of Agreement: \_\_\_\_\_

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Recused: \_\_\_\_\_

(Enter names of Board members)

**CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION**

(If applicable) Board has given approval to legal counsel to initiate litigation.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

Recused: \_\_\_\_\_

(Enter names of Board members)

or

(If applicable) Board approved an agreement concluding this matter and the agreement is final.

Adverse Party(s): \_\_\_\_\_

Substance Of Agreement: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

Recused: \_\_\_\_\_

(Enter names of Board members)

**Existing Litigation**

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

(If applicable) Board has given approval to legal counsel to defend the district, seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in this litigation.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

Recused: \_\_\_\_\_

(Enter names of Board members)

or

(If applicable) Board approved an agreement concluding this litigation and the agreement is final.

Substance Of Agreement: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

Recused: \_\_\_\_\_

(Enter names of Board members)

**Tort, Public, or Workers' Compensation Liability**

Action taken related to existing litigation: \_\_\_\_\_ (e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.) Adverse party/parties, if known:

\_\_\_\_\_ Substance of the litigation:

Board member votes/abstentions: \_\_\_\_\_

**Anticipated Litigation** Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage. *(The report does not need to initially identify the action, defendants, or other details.)* Board member votes/abstentions: \_\_\_\_\_

**Joint Powers Agency Issues** **LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY** Name of claimant(s): \_\_\_\_\_

Name of agency against which the claim is made: \_\_\_\_\_

Substance of the claim: \_\_\_\_\_

Monetary settlement agreed upon by the claimant: \_\_\_\_\_

Board member votes/abstentions: \_\_\_\_\_

**LIABILITY CLAIMS**

*(If applicable)* Board approved disposing of this claim and that disposition is final.

Substance Of Claim, Including Amount Of Payment To Claimant: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

Recused: \_\_\_\_\_

*(Enter names of Board members)*

**Joint Powers Agency Issues**

**CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT**

*(If applicable)* Board heard/discussed this matter.

Name of JPA: \_\_\_\_\_ Action taken: \_\_\_\_\_

*(Law does not include any specific disclosures to be reported.)* Board member votes/abstentions: \_\_\_\_\_

**Review of Audit from State Auditor's Office**

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response. *(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)*

**AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE**

*(If applicable)* Board heard/discussed this matter.

**Review of Assessment Instruments**

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

*(If applicable)* Board reviewed the assessment in compliance with the applicable board resolution.

**CONFLICT OF INTEREST CODE**

Mandated Action

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 CCR 18730) that contains the terms of a standard conflict of interest code that can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 CCR 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest code of the Spreckels Union School District.

Designated employees in Category 1 shall file their statements with the Clerk of the Board's Office of the Monterey County Board of Supervisors and that all other designated positions listed in the Conflict of Interest Code for the Spreckels Union School District file their statements with the Spreckels Union School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008). Statements for all designated employees will be retained by the Spreckels Union School District.

A current copy of 2 CCR 18730 is attached to this policy/exhibit for reference.

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the person's financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

**Conflict of Interest under Government Code 1090 - Financial Interest in a Contract**

Board members, employees, or district consultants shall not be financially interested in any

**CONFLICT OF INTEREST CODE**

Mandated Action

contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which the Board member has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which the Board member interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for actual and necessary expenses incurred in the performance of official duties, in the employment of the Board member's spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

## **CONFLICT OF INTEREST CODE**

### **Fair Political Practices Commission California Code of Regulations Section 18730**

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees. The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict-of-interest code for another agency, if all of the following apply:

- (A) The geographical jurisdiction of this agency is wholly included within the jurisdiction of the County of Monterey;

**CONFLICT OF INTEREST CODE**

- (B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and
- (C) The filing officer is the same for both agencies.

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee’s statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee’s disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee’s office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees in Category 1 to file their statements with the Clerk of the Board’s Office of the Monterey County Board of Supervisors and all other designated positions listed in the Conflict-of-Interest Code to file their statements with the Spreckels Union School District.

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person’s position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person’s appointment. Such persons shall not file either an assuming or leaving office statement.

## CONFLICT OF INTEREST CODE

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the filing officer did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property<sup>3</sup> is required to be reported,<sup>4</sup> the statement



**CONFLICT OF INTEREST CODE**

shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,<sup>5</sup> the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity of the business
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

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## **CONFLICT OF INTEREST CODE**

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member or employee's statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member or employee's statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the elected officer's election to office through the date that the elected officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's

## **CONFLICT OF INTEREST CODE**

agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the public official holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the elected officer's election to office through the date that the elected officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the public official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

## **CONFLICT OF INTEREST CODE**

### (8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the elected officer's election to office through the date the elected officer vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by the elected officer's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

### (8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
  - a. The date the loan was made.
  - b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
  - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

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(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code. (9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee’s official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the employee’s immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

## **CONFLICT OF INTEREST CODE**

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employee's participation legally required for purposes of this section.

### (9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the administrative official's official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the administrative official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

### (10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

### (11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the employee's duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. sections 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

### (12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

1. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction,

## **CONFLICT OF INTEREST CODE**

may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

2. See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.
3. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.
4. Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.
5. A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.
6. Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300- 87302, 89501, 89502 and 89503, Government Code.

### **HISTORY**

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No.2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

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6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4 filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal,



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Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, non-published decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, non-published decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

**CONFLICT OF INTEREST CODE**

Mandated Action

**Designated Positions and Disclosure Requirements**

1. Persons occupying the following positions are designated employees in Category 1:

- Governing Board Members
- Superintendent
- Chief Business Official
- Human Resources Coordinator/Executive Administrative Assistant
- Consultants as specifically defined in 2 CCR 18700.3

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries or of any land owned or used by the District. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments and business positions or income from sources which:
  - (1) Are engaged in the acquisition or disposal of real property within the District,
  - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District, or
  - (3) Manufacture or sell supplies, books, machinery or equipment of the type used by the District.

2. Persons occupying the following positions are designated employees in Category 2:

- Principals
- Special Education Coordinator
- Director of Technology
- Facilities Manager

Designated persons in this category must report investments and business positions or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department that the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department that the designated person manages or directs. For the purposes of this category, a principal's department is the principal's entire school.

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Mandated Action

3. Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

**Policy 0441.2: ^Cybersecurity and Data Privacy**

**Status:** DRAFT

**Original Adopted Date:** Pending | **Last Reviewed Date:** 05/02/2024

## CYBERSECURITY AND DATA PRIVACY

The Governing Board recognizes the responsibility to adopt appropriate administrative, technical, and physical safeguards and controls to protect and maintain the confidentiality, integrity and availability of its data, data systems, and information technology resources.

The purpose of this policy is to ensure the implementation of industry security standards and best practices to protect sensitive data, student records, direct/indirect identifiers, and the district's technology infrastructure.

It is the responsibility of Spreckels Union School District:

- To comply with legal and regulatory requirements governing the collection, retention, dissemination, protection, and destruction of information;
- To maintain a comprehensive Cybersecurity and Data Privacy Program designed to satisfy its statutory and regulatory obligations, enable, and assure core services, and fully support the district's goals;
- To protect personally identifiable information (PII), and sensitive and confidential information from unauthorized use or disclosure;
- To address the adherence of its vendors to federal, state, and California Education Code requirements in vendor agreements;
- To train its users to share a measure of responsibility for protecting Spreckels Union School District student data and data systems;
- To identify its required cybersecurity and data privacy responsibilities and goals, integrate them into relevant processes, and commit the appropriate resources towards the implementation of such goals; and
- To communicate its required cybersecurity and data privacy responsibilities and goals, and the consequences of non-compliance, to its users.

### Scope

The policy applies to all Spreckels Union School District employees, interns, volunteers ("Users"), and third-party contractors who receive or have access to Spreckels Union School District data, network and/or online systems.

This policy encompasses all systems, automated and manual, including systems managed or hosted by third parties on behalf of the district, and addresses all information, regardless of the form or format, which is created or used in support of the activities of the district.

### Security Standards

Spreckels Union School District utilizes the Center for Internet Security (CIS) Critical Security Controls® as the standard for the District's Cybersecurity and Data Privacy Program to ensure the highest standards of cybersecurity practices throughout the District. A series of procedures based on each CIS Security Control will be developed in partnership with the Center for Internet Security, Monterey County of Education, and other resources.

### Data Privacy

- A. State and federal laws, such as the Family Educational Rights Privacy Act (FERPA), California Education Code 49073.1, and others, establish baseline parameters for what is permissible when sharing student PII.
- B. Data protected by law must only be used in accordance with Education Code policies to ensure it is protected from unauthorized use and/or disclosure.
- C. Spreckels Union School District has established a Technology Acquisition Process (TAP) to manage its use and sharing of data protected by law. The TAP review team, together with program administrators, determine whether a proposed use of PII would benefit students and curriculum programs, and ensure that PII is not included in public reports or other public documents, or otherwise publicly disclosed.
- D. No student PII data shall be shared with third parties, which includes free online services without a California Student Data Privacy written agreement that complies with state and federal laws and regulations or signed parental consent. No student data will be provided to third parties unless it is permitted by state and federal laws and regulations. Third-party contracts must include data safeguards and provisions required by state and federal laws and regulations.
- E. Contracts with third parties that will receive or have access to PII must outline how the contractor will ensure

the confidentiality of data is maintained in accordance with state and federal laws and regulations and this policy.

- F. It is Spreckels Union School District's policy to provide all protections afforded to parents and persons in parental relationships, or students where applicable, as required under FERPA, the Individuals with Disabilities Education Act, and the federal regulations implementing such statutes. Therefore, Spreckels Union School District shall ensure that its contracts require that the confidentiality of student data be maintained in accordance with federal and state law and this policy.

### **Incident Response and Notification**

The Superintendent or designee will respond to cybersecurity and data privacy incidents in accordance with District Cybersecurity and Data Breach Notification procedures and Incident Education Code regulations. The District will cooperate fully with local, state, or federal officials in any investigation concerning or relating to any cybersecurity attack or other cybersecurity incident.

### **Acceptable Use**

Spreckels Union School District technology department is obligated to conserve and protect district resources for the benefit of the public interest; however, the responsibility and accountability for the appropriate use of district resources rests with the individual who uses the resource or who authorizes such use. Noncompliance with board policy may result in disciplinary action consistent with district policies and/or, if appropriate, termination of contracts and services with the district. Violations of the law may result in criminal prosecution and/or disciplinary action by the district.

Access to district technology resources, including the internet, shall be made available to users for instructional and administrative purposes and in accordance with federal and state laws, district policies and job functions.

Access privileges will be granted in accordance with the user's job responsibilities and will be limited only to those necessary to accomplish assigned tasks by job functions (i.e., least privilege). All district user accounts will utilize a form of Multi-factor Authentication, also known as MFA or 2FA. Accounts will be removed, and access will be disabled, for all those who have left the district unless otherwise authorized by the Superintendent or designee.

Employees will communicate via email, on district authorized equipment through their assigned susd.org or other district accounts as assigned. District or student data will not be sent to or forwarded to an employee's personal email account.

Only district authorized equipment shall be permitted to be connected to the district's internal networks. A guest wireless network may be made available for guest devices. Guest access is governed by all district policies and acceptable agreements.

### **Security Awareness and Training**

All users with access to district data, technology resources, and data systems must annually complete the cybersecurity and data privacy training offered by the district. In addition, the district will conduct ongoing cybersecurity awareness campaigns and may require further training to promote continued awareness and education of cybersecurity risks.

# Spreckels Union School District

## March 2024 Update

### Philosophy, Goals, Objectives, and Comprehensive Plans

#### **Board Policy 0450 - Comprehensive Safety Plan**

Policy updated to reference **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, policy updated to clarify that portions of the comprehensive safety plan that include tactical response to criminal incidents are not required to, but may be, publicly disclosed.

#### **Administrative Regulation 0450 - Comprehensive Safety Plan**

Regulation updated to clarify that written notifications to specified persons and entities are required when those persons or entities are available and to reflect **NEW LAW (SB 323, 2023)** which (1) authorizes a school employee, a student's parent/guardian or educational rights holder, or a student, at specified times, to bring concerns about an individual student's ability to access disaster safety procedures described in the comprehensive safety plan to the principal, and if there is merit to the concern requires the principal to make appropriate modifications, and (2) requires comprehensive safety plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973. Additionally, regulation updated to reflect **NEW LAW (SB 671, 2023)** which requires a district's comprehensive safety plan to include procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, an activity sponsored by the school, or on a school bus serving the school. In addition, regulation updated to reflect **NEW LAW (SB 10, 2023)** which requires schools that serve students in any of grades 7- 12 to include in their comprehensive safety plans a protocol in the event a student is suffering or reasonably believed to be suffering from an opioid overdose. Regulation also updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support.

#### **Delete - Board Policy 0470 - COVID-19 Mitigation Plan**

Policy deleted as unnecessary due to expiration of COVID-19 public health emergency declaration, with relevant concepts incorporated into other policies.

## Business

### **Board Policy 3516 - Emergency and Disaster Preparedness Plan**

Policy updated to reflect **NEW LAW (SB 323, 2023)** which requires school emergency and disaster preparedness plans to include adaptations for students with disabilities in accordance with the federal Individuals with Disabilities Education Act and section 504 of the federal Rehabilitation Act of 1973.

### **Administrative Regulation 3516 - Emergency and Disaster Preparedness Plan**

Regulation updated to include an attack or threat of attack to the district's digital network and technology infrastructure to the list of emergencies and disasters that the district and/or school site plans should cover, and routine monitoring of such technology as part of the district's strategies and actions for prevention/mitigation, preparedness, response, and recovery. Additionally, regulation updated to reference **NEW LAW (AB 1023, 2023)** which provides schools increased cybersecurity support, include automatic dialing devices as a form of communication during an emergency, and expand the list of critical information that would be needed in an emergency.

### **Board Policy 3550 - Food Service/Child Nutrition Program**

Policy updated to reflect **NEW LAW (SB 348, 2023)** which (1) clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal, (2) defines a "nutritionally adequate breakfast and lunch," and (3) requires that students be provided with adequate time to eat. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. In addition, policy updated to reflect **NEW LAW (SB 114, 2023)** which establishes school food best practices such as serving freshly prepared onsite meals using minimally processed, locally grown, and sustainable food, giving priority to California-grown or produced foods, and increasing plant-based or restricted diet food options for students. Policy updated to reflect California Department of Food and Agriculture guidance about school gardens.

### **Board Policy 3551 - Food Service Operations/Cafeteria Fund**

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that (1) the establishment of a cafeteria fund does not preclude the district from using other funds for the purpose of purchasing school meals, and (2) districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, including a student enrolled in an independent study program as specified, regardless of the student's eligibility for a federally funded free or reduced-price meal. Additionally, policy updated to reflect **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided and **NEW LAW (SB 114, 2023)** which establishes school food best practices such as giving priority to using California-grown or produced, sustainably grown, or whole or minimally processed foods, increasing plant-based or restricted diet food options for students, and preparing fresh meals onsite.

**Administrative Regulation 3551 - Food Service Operations/Cafeteria Fund**

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.

**Board Policy 3553 - Free and Reduced Price Meals**

Policy updated to reflect **NEW LAW (SB 348, 2023)** which clarifies that districts are required to make available, during each school day and free of charge, one nutritionally adequate breakfast and one nutritionally adequate lunch to any student who requests a meal, regardless of the student's eligibility for a federally funded free or reduced-price meal, and **NEW LAW (AB 95, 2023)** which clarifies that districts may sell a nutritiously adequate meal that qualifies for federal reimbursement to a student after a free meal has been provided. Additionally, policy updated to clarify that meals served under the school nutrition program meet district-adopted guidelines, in addition to state and federal nutrition standards. In addition, policy updated to more closely align with code language.

**Administrative Regulation 3553 - Free and Reduced Price Meals**

Regulation updated for clarity and alignment with the accompanying Board Policy, with references to outdated material deleted.



## Personnel

### **Board Policy 4111/4211/4311 - Recruitment and Selection**

Policy updated to reflect **NEW GUIDANCE** from the California Department of Education and the Commission on Teacher Credentialing related to the benefit to students when district staff reflects the racial, ethnic, linguistic and cultural diversity of the district, and when the district's recruitment and selection process seeks to establish and maintain a diverse staff. Additionally, policy updated to include that the pay scale for an open position be included in the job posting. In addition, policy updated to include that discrimination based on the person's use of cannabis off the job and away from the workplace is prohibited, and reflect **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. In addition, policy updated to provide that the district retains the right to maintain drug-free schools and to prohibit employees from possessing, being impaired by, or using cannabis while on the job. Policy also updated to include that, in addition to Governing Board approval and district needs, the provision of incentives to recruit teachers be in accordance with any applicable collective bargaining agreement.

### **Administrative Regulation 4112.5/4212.5/4312.5 - Criminal Record Check**

Regulation updated to reference that discrimination against a person in hiring based on the person's use of cannabis off the job and away from the workplace is prohibited, including **NEW LAW (SB 700, 2023)** which prohibits the district from requesting information from an applicant related to the applicant's prior use of cannabis, apart from the person's criminal history, unless the district is otherwise legally permitted to consider or inquire about that information. Additionally, regulation updated for clarity.

### **Board Policy 4118 - Dismissal/Suspension/Disciplinary Action**

Policy updated to generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

### **Regulation 4118 - Dismissal/Suspension/Disciplinary Action**

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited, and to clarify that proper notice is required by March 15 of the employee's second complete consecutive year of employment for the district to not rehire a probationary employee for the following school year without giving a statement of reasons. Additionally, regulation updated to delete outdated material and for clarity.

### **Board Policy 4140/4240/4340 - Bargaining Units**

Policy updated to clarify use of "employee organization," "recognized employee organization," "exclusive representative," and "bargaining unit". Additionally, policy updated to clarify Public Employee Relations Board opinions regarding when a district may restrict the wearing of union buttons, insignia, or other pictorial or written messages by employees, when a district may limit an employee organization's ability to communicate with its members, and what constitutes "reasonable restrictions" by a district. In addition, policy updated to remove outdated material related to COVID-19, and reflect **NEW LAW (AB 243, 2023)** which extends the Safe at Home address confidentiality protection to victims of child abduction and members of their households. Policy also updated for clarity, precision, organization, and consistency.

### **Board Policy 4157/4257/4357 - Employee Safety**

Policy updated to reference **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to establish, implement, and maintain at all times and in all work areas a workplace violence prevention plan with specified components.

### **Administrative Regulation 4157/4257/4357 - Employee Safety**

Regulation updated to add that the Department of Industrial Relations Division of Occupational Safety and Health may prohibit entry into a place of employment when, in its opinion, the place of employment exposes employees to an imminent hazard. Additionally, regulation updated to reflect **NEW LAW (SB 553, 2023)** which requires, starting July 1, 2024, districts to (1) establish, implement, and maintain at all times and in all work areas a violence prevention plan with specified components, and (2) provide all employees with training when the plan is first established and annually thereafter. In addition, regulation updated to delete outdated information related to actions districts were required to take upon notice of potential exposure to COVID-19.

### **Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries**

Regulation updated to move material related to notice requirements for an employee who is a victim of a crime for better placement of content, and delete outdated information related to workers' compensation benefits for illness or death resulting from COVID-19.

### **Board Policy 4218 - Dismissal/Suspension/Disciplinary Action**

Policy updated to add that the Governing Board expects all employees to serve as positive role models at school and in the community for consistency with expectations for certificated staff, generalize the material related to the basis for disciplinary action, and reflect **NEW COURT DECISION (Visalia Unified School District v. PERB)** which held that service as a union officer constitutes protected activity under the Educational Employment Relations Act for purposes of complaints of retaliation for union activities, and that retaliation solely for engaging in protected activities is prohibited. Additionally, policy updated to amend the list of what may be considered disciplinary actions to more closely align with law, clarify that if a timely request for a hearing is submitted, a third-party hearing officer is required to conduct the hearing if the Board has delegated such authority, and to add new section "Compulsory Leave of Absence" for consistency with law and the accompanying administrative regulation.

### **Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action**

Regulation updated to reference that discrimination against a person in termination or any term or condition of employment based on the person's use of cannabis when off the job or away from the workplace is prohibited. Additionally, regulation updated to delete outdated material and for clarity.

## Students

### **Board Policy 5126 - Awards for Achievement**

Policy updated to add that a budget be established for the purpose of student awards, and that no fee or other cost be charged to any student in relation to any requirements in qualifying for or receiving any district achievement awards. Additionally, policy updated to separate out the State Seal of Biliteracy material from district established awards for biliteracy, and to clarify that the Governing Board may prohibit the district committee which administers the district's scholarship and loan fund from accepting any donation under conditions it finds incompatible with the fund's intents and purposes as specified in Board Policy 3290 - Gifts, Grants and Requests.

### **Board Policy 5141.21 - Administering Medication and Monitoring Health Conditions**

Policy updated to reflect **NEW LAW (AB 1283, 2023)** which authorizes districts to provide emergency stock albuterol inhalers to school nurses or trained personnel who have volunteered, who may use the inhaler to provide emergency medical aid to person(s) suffering, or reasonably believed to be suffering, from respiratory distress, and **NEW LAW (AB 1722, 2023)** which authorizes districts to hire a licensed vocational nurse following Governing Board approval that a diligent search was conducted for a credentialed school nurse.

### **Board Policy 5144 - Discipline**

Policy updated to reflect **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers. Additionally, policy updated to clarify that the Governing Board may, but is not required, to review approved discipline rules for consistency with Board policy and state law. In addition, policy updated to include interventions and supports to students as a priority in determining appropriate discipline.

### **Administrative Regulation 5144 - Discipline**

Regulation updated to clarify that "junior high" and "high school students" are interpreted to mean students in grades 7-12, which affects the list of representatives for the development of site-level disciplinary rules, and that supervised suspension is one of the means of discipline that may be used when other means of correction have failed to bring about proper conduct. Additionally, regulation updated to reflect **NEW LAW (SB 10, 2023)** which expresses the legislative intent that districts use alternatives to a referral of a student to a law enforcement agency in response to an incident involving the student's misuse of an opioid to the extent that the alternative is not in conflict with any other law requiring a referral, and that a multi-tiered system of supports may be utilized, **NEW LAW (AB 1165, 2023)** which encourages districts to have a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, and the victim, to engage in a restorative justice practice suitable to address the needs of both of the students, engage the perpetrator in a culturally sensitive program, and to regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues, and **NEW LAW (SB 291, 2023)** which, beginning with the 2024-25 school year, prohibits a school staff member from denying a student's recess unless the student's participation poses an immediate threat to the physical safety of the student or one or more of the student's peers.

## Instruction

### **Board Policy 6115 - Ceremonies and Observances**

Policy updated to add events of present day significance to the Governing Board's recognition of the importance of students celebrating events of significance, as observances which districts are required to hold by law may include current laws and rights. Additionally, policy updated to reflect that specified commemorative exercises may be required by law and include educational components.

### **Administrative Regulation 6115 - Ceremonies and Observances**

Regulation updated to reflect **NEW LAW (AB 800, 2023)** which requires districts to observe, during the week that includes April 28, "Workplace Readiness Week" by providing high school students with specified information on their rights as workers, and, for students in grades 11 and 12, for the observances to be integrated into the regular school program consistent with the history-social science framework. Additionally, regulation updated to reflect that specified commemorative exercises may be required by law. In addition, regulation updated to add to the list of when the national flag is required to fly at half-staff to include the death of a first responder in the state who dies while serving in the line of duty.

### **Board Policy 6141.2 - Recognition of Religious Beliefs and Customs**

Policy updated to reflect **NEW GUIDANCE** from the U.S. Department of Education regarding constitutionally protected prayer and religious expression in public schools and Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs. Additionally, policy updated to add that instruction regarding the role of religion in society be consistent with adopted instructional materials and state standards. In addition, policy updated to reflect U.S. Supreme Court decision ([Kennedy v. Bremerton](#)) which held that the employee, a football coach, did not coerce students to pray when the employee knelt at midfield after games to offer a quiet personal prayer, rejected the district's argument that any visible religious conduct by a teacher or coach amounted to impermissible coercion on students, and concluded that the coach was acting in a private capacity and not in the capacity of an employee of the district when the prayer was offered during a time when school employees were free to attend to personal matters. Policy also updated to reflect **NEW COURT DECISION** ([Fellowship of Christian Athletes v. San Jose Unified School District](#)) in which the Ninth Circuit U.S. Court of Appeals held that it would be discrimination for a district to fail to recognize a student club with religiously based leadership requirements upon a finding that multiple student clubs imposed certain requirements for membership or leadership positions—i.e., discriminated against certain students—but that the district only objected to the Fellowship of Christian Athletes' requirements because of the *religious* basis of the requirements.

### **Administrative Regulation 6141.2 - Recognition of Religious Beliefs and Customs**

Regulation updated to reflect Appendix F of the California Department of Education's History and Social Science Framework which offers guidance and support for educators regarding the recognition of religious beliefs and customs.

**Board Policy 6175 - Migrant Education**

Policy updated to reference this group of highly mobile students as "students who are migratory" to align with language found within the Education Code and the California Department of Education's 2023-24 federal program monitoring instrument.

**Administrative Regulation 6175 - Migrant Education**

Regulation updated to reference this group of highly mobile students as "students who are migratory" to align with language found within the Education Code and the California Department of Education's (CDE) 2023- 24 federal program monitoring instrument. Additionally, regulation updated to include that a student who is migratory may, but is not required, to be provided with programs for online instruction as a substitute for physical attendance, and to delete material related to family literacy services, as the funding and legal basis no longer exist. In addition, regulation updated to provide that for summer school programs, the number of instructional days may be decreased if there are holidays for which schools are required to be closed, that districts are required to make facilities available at no cost to other agencies that request facilities for the operation of migrant summer school program unless just cause for denial exists, and that districts who receive authorization and funding from CDE to provide an extended school year program to migratory students who, due to family movement, enroll in transitional kindergarten, kindergarten, or any of grades 1-6, on or after March 1 of the school year and depart on or before December 1 of the next school year, are required to operate such program in accordance with law. Regulation also updated to add material related to requirements regarding the transfer of coursework and credits, exemptions from district-established graduation requirements, and for the option to remain in school to complete district-established or statewide course requirements.

# Bylaws

## **Board Bylaw 9320 - Meetings and Notices**

Bylaw updated to clarify that a study session, retreat, public forum, or discussion meeting of the Governing Board must either be held as a regular or special Board meeting. Additionally, bylaw updated to reflect **NEW LAW (AB 557, 2023)** which extended and modified the ability of a Board member to join a meeting by teleconference due to just cause or emergency circumstances or during a proclaimed state of emergency. In addition, bylaw updated to remove outdated COVID-19 related requirements. Bylaw also updated for clarity, precision, organization, and consistency.

## **Board Bylaw 9323.2 - Actions by the Board**

Bylaw updated to add that the Governing Board may take action on a request by a Board member to participate by teleconference due to emergency circumstances if it is not on the posted agenda so long as there was not sufficient time to place it on the agenda. Additionally, bylaw updated to remove language related to the authority of the district attorney's office or an interested person to file a civil action asking the court to order the Board to stop or prevent a Brown Act violation and replace it with language requiring the district attorney's office or interested person to first present a demand to "cure and correct" the alleged violation and, when such occurs, for the Board to consult with legal counsel on if and how to respond.

## **Exhibit(1) 9323.2 - Actions by the Board**

Exhibit updated to clarify that the exhibit is a non-exhaustive list of actions that require more than a simple majority vote and that have restrictions on when the Governing Board may act. Additionally, exhibit updated to remove, in the section "Actions Requiring a Two-Thirds Vote of the Membership of the Board," an item related to school facilities improvement districts as well as an item related to parcel taxes, both of which do not require a two-thirds vote. In addition, exhibit updated to add sections on "Actions Required to Occur During a Regular Board Meeting" and "Prohibitions on Certain Board Actions". Exhibit also updated to reflect **NEW LAW (SB 494, 2023)** which prohibits the Board from taking action to terminate a superintendent or assistant superintendent without cause within 30 calendar days after the first convening of the Board after a general election at which one or more of the Board members are elected or recalled, and **NEW LAW (SB 229, 2023)** which requires a district that is disposing of surplus land and has received notification of a violation to hold an open and public meeting to review and consider the substance of the notice of violation and prohibits the Board from taking final action to ratify or approve the proposed disposal of surplus land until a public meeting is held. Exhibit also updated for clarity, precision, organization, and consistency.

## **Delete - Exhibit(2) 9323.2 - Actions by the Board**

Exhibit deleted as districts should consult with legal counsel if there is a need to respond to a "cure and correct" letter.



## BOARD OF TRUSTEES MEETING - Apr 04 2024 Minutes

Thursday, April 4, 2024 at 7:00 PM

District Office, Board Room

Page

### 1. Opening Business

1.1 Call Public Session to Order

1.2 Roll Call

Chris Hasegawa, President

Stephanie McMurtrie Adams, Vice President **ABSENT**

Peter Odello, Clerk

Frank Devine, Member

Steve McDougall, Member

Administration/ Others

Eric Tarallo, Bernard Burchette, Andrew Brodehl, Monica Valero, Briana Ghan.

1.3 Disclosure of item(s) to be discussed in closed session

1. Conference with labor negotiators: Provide direction to district negotiators regarding negotiations with:
  - a. California School Employees Association
  - b. Spreckels Teachers Association
  - c. Unrepresented employees  
(Management/supervisory/confidential)unit
2. Public Employee  
discipline/dismissal/release/complaint

3. Liability Claims and Potential Litigations

4. Superintendent's Evaluation

1.4 Public Comment on Closed Session Items

MOTION TO ADJOURN TO CLOSED SESSION

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO

AYES: 4 NOES: 0 ABSENT: 1

**2. Closed Session, 6:35 p.m. - 6:55 p.m.**

The Board of Trustees will meet to consider matters appropriate for closed session in accordance with Government Code Sections 3549.1, 54956.7 through 54957.7 and Education Code Section 35146.

Note: In the event that all closed session items listed have not been discussed in the time allotted, the closed session will reconvene at the end of open session

**3. Reconvening to Open Session**

3.1 Pledge of Allegiance

3.2 Adoption of Agenda

MOTION TO APPROVE THE AGENDA

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO AYES: 4

NOES: 0 ABSENT: 1

3.3 Announcement of action(s) taken in closed session (if any)  
Negotiations with STA, CSEA completed. Direction to staff on unrepresented and management. Jennifer Pollock appointed to District Office Administrative Assistant effective May 1, 2024. Registrar position will be frosted. Updated on Superintendents evaluation.

3.4 Recognition


- None



- 3.5 Individuals desiring to address the Board (items not on the agenda)
- 3.6 Individuals desiring to address the Board (specific agenda items)
- 3.7 Bargaining unit presentations (five minutes for each):
  - 1. Spreckels Teachers Association
  - 2. California School Employees Association
- 3.8 Board member comments
- 3.9 Oral and written communications
- 3.10 Reports
  - 1. Superintendent
  - 2. Buena Vista Middle School principal
  - 3. Spreckels Elementary School principal
  - 4. SUEF, PTO, BVBC representatives

#### **4. Business**

##### **Information**

- 4.1 Program Updates
  - 1. Facilities
  - 2. Food Service
  - 3. Transportation
- 4.2 [March 2024 Fund Balance Report.pdf](#) 
- 4.3 [2024-25 Class Configuration Update 3.28.2024.pdf](#) 
- 4.4 [2024-25 Budget Assumptions.pdf](#) 

##### **Action**

- 4.5 [2023-24 SUSD Home to School Transportation Plan.pdf](#) 

MOTION TO APPROVE 2023-24 SUSD HOME TO SCHOOL  
TRANSPORTATION PLAN

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO

AYES: 4 NOES: 0 ABSENT: 1

## 5. Curriculum/Instruction

### Information

- 5.1 Bullying Prevention Update

### Action

None

## 6. Personnel

### Information

None

### Action

- 6.1 [First Read District Administrative Assistant Job Description.pdf](#) 

MOTION TO APPROVE FIRST READ DISTRICT ADMINISTRATIVE ASSISTANT JOB DESCRIPTION

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
AYES: 4 NOES: 0 ABSENT: 1

## 7. Administration

### Information

- 7.1 Committees Update

- 7.2 [Non-Williams District Uniform Complaints Quarterly Report - April 2024.pdf](#) 




### Action

7.3 [Final read December 2023 policies per guidesheet.pdf](#) 

MOTION TO APPROVE FINAL READ DECEMBER 2023 POLICIES PER GUIDESHEET

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
AYES: 4 NOES: 0 ABSENT: 1





7.4 First Read BB/BR/BE 9270 Conflict of Interest policies

- [SUSD BB 9270 9-16 - edit 1-24.pdf](#) 
- [SUSD BE 9270 9-16 - edit 1-24.pdf](#) 
- [SUSD BR 9270 5-18 - edit 1-24.pdf](#) 

MOTION TO APPROVE FIRST READ BB/BR/BE 9270 CONFLICT OF INTEREST POLICIES

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
AYES: 4 NOES: 0 ABSENT: 1



7.5 Final read of 2024-25 school calendar/instructional minutes/bell schedules

- [2024-25 Calendar DRAFT to Board 031324.pdf](#) 
- [2024-25 Instructional Minutes Draft to Board 031324.pdf](#) 
- [2024-25 BVMS Bell Schedule Draft to Board 031324.pdf](#) 
- [2024-25 SES Bell Schedule Draft to Board 031324.pdf](#) 

MOTION TO APPROVE FINAL READ OF 2024-25 SCHOOL CALENDAR/INSTRUCTIONAL MINUTES/BELL SCHEDULES

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
AYES: 4 NOES: 0 ABSENT: 1

7.6 Resolution 23-24/14 Ordering an election, requesting the county Elections Department to conduct the election, and requesting consolidation of the election

- [23-24 14 Board Resolution - Call for Trustees Elections for November 5 2024.pdf](#) 
- [SUSD Statement of Election Facts - For Signature.pdf](#) 

MOTION TO APPROVE BY ROLL CALL VOTE, RESOLUTION 23-24/14 ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION OF THE ELECTION


BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
 AYES: 4 NOES: 0 ABSENT: 1

AYE	Frank Devine	AYE	Chris Hasegawa
AYE	Steve McDougall	AYE	Peter Odello
AYE	Stephanie McMurtrie Adams		

7.7 [Expelled Student Plan 2024-27 U.pdf](#) 

MOTION TO APPROVE EXPELLED STUDENT PLAN 2024-27

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
 AYES: 4 NOES: 0 ABSENT: 1

7.8 [SUSD Unique Interpreting Services - Contract for Oral Interpreting & Written Translation Services.pdf](#) 

MOTION TO APPROVE SUSD UNIQUE INTERPRETING SERVICES - CONTRACT FOR ORAL INTERPRETING & WRITTEN TRANSLATION SERVICES

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO  
 AYES: 4 NOES: 0 ABSENT: 1

## 8. Consent Items

All items under the consent agenda may be discussed and considered separately or may be entered under one motion and action or individually at the Board's prerogative

### Approval of board meeting minutes

#### 8.1 [March 13, 2024 regular meeting](#)

#### Business

#### 8.2 [Warrants Listing period ending March 31, 2024.pdf](#)

- \$230,313.31

#### 8.3 Contracts

- None

#### 8.4 Donation Listing

- None

#### 8.5 Surplus Inventory

- None

#### 8.6 Personnel

- **Public Resignation/Retirement/Termination**

Name	Assignment	Effective Date
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Adriana Lopez Romero	Teacher - BVMS	6/7/2024
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- **Public Employment**

Name	Assignment	Effective Date
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MOTION TO APPROVE CONSENT ITEMS

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO

AYES: 4 NOES: 0 ABSENT: 1

## 9. Future Agenda Items

May 2, 2024 board meeting, District Office @7:00pm

- Subsequent Master Agenda Calendar
- Elementary School Transitional Kindergarten Classroom Teacher job description revision
- 2024-25 Class Configurations
- Spring 2024 Parents' Survey Results
- Chromebook service agreement
- Special Education Program update
- 2022-23 Building Fund (Measure B) Financial and Performance Audit
- Lozano & Smith clarification on BP 1431, BYL AW 9321, EXHIBIT 9321 (1&2)

## 10. Adjournment

MOTION TO ADJOURN AT 7:35 P.M.

BY: STEVE McDOUGALL SECONDED BY: PETER ODELLO

AYES: 4 NOES: 0 ABSENT: 1

Board Meeting Approval Date May 2, 2024

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Peter Odello

Clerk, Board of Trustees Spreckels Union School District



Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
0720000499	04/04/2024	Waste Management	01-5550	2023-24 Garbage Disposal		1,100.39
0720000500	04/04/2024	Waste Management	01-5550	2023-24 Garbage Disposal		2,854.19
0720000501	04/18/2024	First Alarm, Inc	01-4300	Standby battery replacement		74.29
0720000502	04/18/2024	Palace Business Solutions c/o Trowbridge Ent.	01-4300	District Office Supplies		178.94
0720000503	04/18/2024	San Lorenzo Lumber	01-4300	2023-24 Maintenance Supplies		159.15
0720000504	04/25/2024	Commercial Truck Co	01-5820	2023-24 Bus Maintenance		2,735.29
0720000505	04/25/2024	First Alarm, Inc	01-5600	Replace smoke detector in BV Gym		437.50
12828988	04/04/2024	Christmore, Michelle	01-4300	CUE Conference Expenses	13.11	
			01-5200	CUE Conference Expenses	190.26	
				Cue Conference Mileage	131.59	334.96
12828989	04/04/2024	Burchette II, Bernard V	01-4300	CASBO CBO Program	9,256.31	
			01-5200	CASBO CBO Program	2,175.62	11,431.93
12828990	04/04/2024	Ghan, Briana K	01-4300	CUE Conference expenses	539.20	
			01-5200	CUE Conference expenses	139.81	
				CUE Conference Mileage	131.59	810.60
12828991	04/04/2024	AT&T	01-5910	2023-24 Circuit		276.48
12828992	04/04/2024	California State Parks	01-5800	Field Trips		200.00
12828993	04/04/2024	California's Valued Trust	01-3402	April 2024 Coverage	496.30	
			01-3701	Aprilo 2024 Coverage	562.75	
			01-9513	April 2024 Coverage	105,844.94	106,903.99
12828994	04/04/2024	California-American Water Co	01-5540	2023-24 Waste Water Services		980.36
12828995	04/04/2024	Fagen Friedman & Fulfrost LLP	01-5810	Feb 2024 SPED Legal		146.00
12828996	04/04/2024	Kairos Learning Solutions,LLC	01-5800	Tutoring BV Student		675.00
12828997	04/04/2024	Katelyn Pagaran	01-5800	REP Math Lesson Planning		1,736.00
12828998	04/04/2024	Kathryn Brewer	01-5800	Assessment		900.00
12828999	04/04/2024	nexVortex,Inc.	01-5910	2023-24 VOIP Service		440.00
12829000	04/04/2024	SafetEquip	01-4300	Safety Vest refresh		443.34
12829001	04/04/2024	Verizon Wireless Services LLC	01-5940	2023-24 Cell Services		180.07
12830527	04/11/2024	Ghan, Briana K	01-5200	Travel for classes	91.92	
				Travel/Parking	163.22	255.14
12830528	04/11/2024	Allstate Sign & Plaque Corp.	01-4300	Required postings	233.66	
				Unpaid Sales Tax	16.81-	216.85
12830529	04/11/2024	Budde, Erika P.	01-5800	Translation services		1,975.00
12830530	04/11/2024	California Water Service Co	01-5530	2023-24 Water Service		525.48
12830531	04/11/2024	Handle With Care	01-5200	Registration for March 18-20 Training		1,525.00
12830532	04/11/2024	Hankin Specialty Inc.	01-5800	Wheelchair Lift Inspection		400.00
12830533	04/11/2024	Irick Inspections,Inc.	01-5800	BVMS Solar Project Inspection Services		5,000.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12830534	04/11/2024	Refrigeration Supplies Dist	01-4300	Air Filter Refresh-BV	143.69	
				Air Filter Refresh-SES	355.52	499.21
12830535	04/11/2024	Shred-it USA	01-5800	2023-24 Document Shredding		161.82
12830536	04/11/2024	Spreckels Water Company	01-5530	2023-24 Water Service/SES		990.00
12830537	04/11/2024	Sturdy Oil Company	01-4310	2023-24 Bus Fuel	2,314.45	
				2023-24 Maint & Food Service Fuel	106.66	
			13-4310	2023-24 Maint & Food Service Fuel	278.31	2,699.42
12830538	04/11/2024	Target Pest Control, Inc	01-5570	2023-24 Pest Control		180.00
12831928	04/18/2024	AT&T	01-5910	2023-24 BV Fax Service	29.35	
				2023-24 District Office Phone Service	142.10	
				2023-24 SES Phone Service	58.61	230.06
12831929	04/18/2024	Aulenta,John A.	01-5800	2023-24 Evaluations & Assessments		1,350.00
12831930	04/18/2024	BSK Associates	01-5800	Inspection Services for BVMS Solar Project		13,204.00
12831931	04/18/2024	California Financial Services	01-5800	Annual Disclosure report		4,000.00
12831932	04/18/2024	CDW-G	21-4350	Viewboards		23,101.60
12831933	04/18/2024	Central Coast VNA and Hospice	01-5800	Epi-Pen Training Staff		391.25
12831934	04/18/2024	CSM Consulting, Inc	01-5800	E-Rate Q3		1,000.00
12831935	04/18/2024	Department of Justice	01-5800	2023-24 Background Check Svcs		343.00
12831936	04/18/2024	Enriquez Jr., Richard	01-5800	Driver training		900.00
12831937	04/18/2024	FedEx	01-5930	Shipping charge		5.60
12831938	04/18/2024	Gavilan Pest Control	01-5570	Squirrel Control-BVMS		1,200.00
12831939	04/18/2024	Life Applied Inc.	01-5800	Student Support		5,932.50
12831940	04/18/2024	Monterey Bay Office Prod.,Inc.	01-5610	Copier/Printer Maint Q3		3,280.70
12831941	04/18/2024	Pacific Gas & Electric	01-5520	2023-24 Electric/BVMS		5,759.84
12831942	04/18/2024	Santa Cruz Seaside Co.	01-5800	Boardwalk/8th Grade Trip		4,110.12
12831943	04/18/2024	Unique Interpreting Services	01-5800	Interpreting Services		1,610.00
12834065	04/25/2024	Carpenter, Autumn G	01-5200	March-April Courier Mileage		91.12
12834066	04/25/2024	Amazon Capital Services,Inc.	01-4300	Additional Cameras for BVMS	456.86	
				DO & Maint supplies	475.11	931.97
12834067	04/25/2024	Arman Sangalang	01-5800	After school Jazz Club		240.00
12834068	04/25/2024	California Janitorial Supply	01-4300	Custodial Supplies		1,816.23
12834069	04/25/2024	Christine Harder	01-5800	2023-24 After School Art/SES	505.00	
				2023-24 Afterschool Art/Buena Vista	315.00	
				2023-24 Spreckels Art Program	2,260.00	3,080.00
12834070	04/25/2024	CopyMat CA LLC	01-4300	Business Cards for Administrative Assistant		42.61
12834071	04/25/2024	DMV Renewal	01-5800	License fee for trailer		10.00
12834072	04/25/2024	Gavilan Pest Control	01-5570	2023-24 Pest Control		500.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 04/01/2024 through 04/30/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
12834073	04/25/2024	Grainger	01-4300	Drain cleaner	14.65	
				Water filter cartridge	136.40	151.05
12834074	04/25/2024	Pacific Gas & Electric	01-5510	2023-24 Gas/BVMS	278.65	
				2023-24 Gas/SES	832.46	
			01-5520	2023-24 Electric/DO	1,253.42	
				2023-24 Electric/SES	5,993.77	8,358.30
12834075	04/25/2024	Ruben J Parra	01-5800	Driver instructor training		900.00
12834076	04/25/2024	Smith & Enright Landscaping	01-5800	2023-24 Lawn & Landscape		3,125.00
12834077	04/25/2024	Smokey Key Service	01-4300	padlocks		163.33
12834078	04/25/2024	The Post Box	01-5800	2023-24 Livescan Services		175.00
12834079	04/25/2024	Unique Interpreting Services	01-5800	Interpreting Services		1,340.00
12834080	04/25/2024	Wendy Fernandez	01-5800	Refund boardwalk payment		37.00
<b>Total Number of Checks</b>					<b>65</b>	<b>234,806.68</b>

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	64	211,443.58
13	Cafeteria Fund	1	278.31
21	Building Fund	1	23,101.60
Total Number of Checks		<b>65</b>	234,823.49
Less Unpaid Sales Tax Liability			16.81
<b>Net (Check Amount)</b>			<b>234,806.68</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**UNIVERSITY OF WEST FLORIDA  
STUDENT INTERNSHIP AGREEMENT**

**I. Parties**

This Student Internship Agreement ("Agreement") is made and entered into as of the date last signed below between The University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter "University") and

**Spreckels Union School District - CA**  
~~North Monterey County Unified School District, CA~~

(hereinafter referred to as "Agency"), (collectively, the "Parties").

**II. Purpose of Agreement**

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participating students from the University within a professional setting in accordance with the guidelines set forth in this Agreement and any attached addenda. This Agreement confirms the mutually agreed terms and conditions of supervised learning experiences to be performed at the Agency.

**III. Term**

- A. The term of this Agreement shall commence on the date upon which the last signature is affixed hereto and will automatically renew annually unless either party provides at least ninety (90) days written notice of its intent to terminate prior to the expiration of the then current annual term.
- B. This Agreement may be terminated by either party upon written notice of at least ninety (90) days. In the event of a termination, the Parties should use their best efforts to ensure that the termination will not negatively affect students currently placed at the Agency.

**IV. Compliance with UWF and Agency Policies**

- A. Students working for the Agency will be subject to the UWF Student Code of Conduct, copies of which will be provided to the Agency by the UWF Placement Coordinator. If alleged violations occur, the Agency will notify the UWF Placement Coordinator ("University Coordinator"). If such alleged violations reasonably seem to pose a continuous threat to others, the alleged violator may be suspended immediately by the Agency from participating in the Agency's activities.
- B. Agency reserves the right to request the University to withdraw any Student from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Agency. In such event, the Student's participation in the program at the Agency shall immediately cease. It is understood that only the University can dismiss a Student from the Program. Agency will advise the University at the earliest possible time of any deficit noted in a Student's ability to progress toward achievement of the stated objectives of the experience. Agency shall provide an orientation session/materials for Students and shall assure that all Students are made aware of those actions which may result in dismissal for cause.

- C. The Agency may also require the student(s) participating in the Agency's activities to comply with its own operational policies and procedures.

**V. Mutual Responsibilities**

A. Educational Program.

1. The Parties agree to provide a comprehensive learning experience within a professional setting (the "Program") for students enrolled in the University.
2. The Parties agree that the Students selected for the program will be permitted to participate at dates and times mutually agreeable between the Agency and the University. The number of Students and specific dates when the Students will be utilizing the various departments of the Agency will be established and agreed upon by both parties in advance of the specific session.
3. The Parties agree to work together to maintain an environment that provides quality student learning within the curriculum plan of the Program. Agency and University shall be mutually responsible for the assignment for Students taking part in the Program based upon the goals and objectives of the Program.
4. The Parties shall ensure Student participation shall complement, rather than displace, the work of paid employees of the Agency.

- B. Non-Discrimination/Harassment. The parties agree to continue their respective policies of nondiscrimination and harassment based on age, color, disability, gender, gender identity, sex, sexual orientation, marital status, national origin, race, religion, and veteran status. Each party shall be responsible for their compliance with applicable state and federal laws, rules and regulations prohibiting discrimination and/or harassment.

- C. Non-Disclosure. The University may disclose information from a Student's educational record and personal data, as appropriate, to personnel at the Agency who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99) and the European Union General Data Protection Regulation. The Agency hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to any other party without notice to the University and with the Student's prior written consent. For the purposes of this Agreement, the University hereby designates Agency as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the Student's records is required by Agency to carry out the Program. Records of University and Agency will be subject to public access only to the extent required by Chapter 119, Florida Statutes.

- D. Assumption of Risk. Each party assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its own officers, employees and agents while acting within the course and scope of their employment or agency. Nothing contained in this Agreement shall be construed or interpreted as denying the University or other state entity any remedy or defense available under the laws of the State of Florida; the consent of the University

to be sued; or a waiver of sovereign immunity of the University beyond the waiver provided in section 768.28, Florida Statutes.

## **VI. Specific Responsibilities of the University**

- A. Coordinator. University shall designate a person or persons to coordinate and act as liaison with the appropriate Agency personnel. University shall provide to Agency the current curriculum, course objections, and any syllabus of University's applicable educational Program, as well as all forms regarding practicum experience and instructions for completion of these forms. The University shall provide one or more faculty who will be responsible for instruction of the students while participating in the Program and for evaluation of each such student. The University faculty has the responsibility of selecting, planning, and evaluating the work of the Students and for providing the Agency with necessary forms and information relating to the Program.
- B. Approve the placement site and learning objectives.
- C. Select and register students for placement.
- D. Student List. University shall provide the Agency with a list of Students participating in the learning experience at least ten (10) days before each program is to start. There is no minimum number of Students required to be placed at the Agency.
- E. Implement procedures to notify students of obligations listed below:
  - 1. Attend orientation sessions regarding learning activity;
  - 2. Comply with all applicable policies and operational procedures of the Agency
  - 3. Give prior notice of necessary absence to appropriate UWF and Agency personnel;
  - 4. Obtain and maintain any required professional personal liability and/or health insurance;
  - 5. Maintain professional standards of confidentiality; and
  - 6. Participate in all individual or group meetings associated with learning activity.
- F. Attendance. University shall instruct each Student to attend all educational activities and adhere to applicable attendance policies of Agency where Student may be assigned. The University shall also inform the Agency of the UWF academic calendar and initiate discussion of the students' obligations to report to the Agency whenever classes are not in session.
- G. Student Progress. University agrees to communicate with the Agency's coordinator and Student to assess Student's progress as necessary.

## **VII. Specific Responsibilities of the Agency**

It shall be the responsibility of the Agency to:

- A. Orientation. Provide an appropriate orientation to Students concerning the facilities and the rules, policies and procedures of the Agency and other related material, such as scheduling information.
- B. Educational Experience. The Agency agrees to provide to University Coordinator a list of duties or job descriptions for student placements with notation of any specific prerequisite skills or abilities. The Agency agrees to provide professional facilities and services for Students in accordance with the objectives of the program and assist in the evaluation of Student's learning

experience. The

Agency agrees to participate in planning and evaluation sessions with Students and, where appropriate, with University faculty. The Agency agrees to provide on-site supervision of Students relating to the educational experience. The Agency agrees to provide timely evaluation of student performance in the manner specified by the University and conduct exit interviews with Students that will include discussion of the Agency's evaluation of the Student.

- C. Provide a safe environment in compliance with all federal and state laws and inform UWF and students of hazardous conditions and unusual circumstances that may create unsafe conditions.
- D. Provide to the University Coordinator and students written policies and operational procedures to which students are expected to adhere while they are at Affiliation setting.
- E. Notify the University Coordinator of unsatisfactory performance or misconduct of a student and provide related documentation to the coordinator. If a student fails to comply with Affiliate's policies and procedures, the Agency may immediately suspend or terminate that student from further participating in the program on its premises.
- F. Coordinator. Designate a coordinator or preceptor from its staff to act as the liaison with University in this Agreement. The Agency Coordinator has the responsibility of selecting, planning, and evaluating the work of the students and such selecting, planning and evaluating shall be accomplished in accordance and consistent with the policies and programs of the University Coordinator.

**VIII. COORDINATORS.** University and Agency shall designate a person (or persons) to coordinate and act as preceptor or liaison with the other party as set forth below:

<u>Agency:</u>	<u>University:</u>
Spreckels Union S.A.	University of West Florida
Bikera U.S. Middle School	School of Education
18250 Tava Dr	11000 University Parkway
Salinas, CA	Building 85/Room 164
93908	Pensacola, FL 32514
Attn: Eric Tarullo	Attn: Holly James

**IX. Specific Responsibilities of Students**

University agrees to advise each Student assigned under this Agreement to:

- A. Compliance. Comply with the UWF Student Code of Conduct, policies and procedures of the University and Agency, and with all state, local and federal regulations.
- B. Uniform. Provide and wear any necessary and appropriate uniform while on duty with the Agency.
- C. Transportation. Arrange for all transportation requirements for participation in the Program.

**X. Mutual Terms and Conditions**

- A. Independent Contractors. The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither

party shall have the power to bind the other party or contract in the name of the other party. All persons



employed by a party in connection with operations under this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

B. Conflicts. Both parties agree that in the event conflicts or problems arise related to the participation of any Student pursuant to this Agreement, Agency shall immediately contact University's Coordinator. In the event that disagreements are not resolved by the Student involved, and the coordinators, such disagreements shall be resolved by the Chairperson of the Department at the University and the chief executive officer of Agency or his/her designee.

C. Integration. This Agreement, together with any applicable Addenda, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all negotiations, understandings and representations (if any) made by and between such parties. The terms and provisions hereof may be amended, supplemented, waived or changed by a writing signed by each of the parties hereto.

D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and any disputes shall be filed in a Florida court of competent jurisdiction.

E. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

F. Assignment. This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

G. Electronic copies. This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **XI. Special Additional Conditions Where Agency is a Private "For-Profit" Entity**

*(See U.S. D.O.L. Fact Sheet #71 Internship Programs Under the Fair Labor Standards Act April 2010)*

Where the Agency is a private, "for-profit" entity, and it is contemplated that the Student will not be compensated in compliance with the wage and hour provisions of the Fair Labor Standards Act (e.g., at least minimum hourly wage, time and a half for overtime, etc.), then Agency agrees that the placement will have the following characteristics:

1. The placement, even though it may include actual operation of the facilities of the Agency, is similar to training which would be given in an educational environment;
2. The placement experience benefits the student;
3. The student does not displace regular employees, but works under close supervision of existing staff;
4. The Agency derives no immediate advantage from the activities of the student; and on occasion its operations may actually be impeded;
5. The student is not necessarily entitled to a job at the conclusion of the placement; and

6. The Agency and the student understand that the student is not entitled to wages for the time spent in the placement.

## **XII. Number of Placements**

Agency and UWF will mutually determine the number of students to be placed at Agency for a given term. Agency and UWF may decide to have no active placements for a period of time without affecting the continuation of this Agreement.

## **XIII. Monetary Compensation to Student**

While not required, monetary compensation may be provided to students placed in learning activities under this Agreement by either Agency or by the University. Accounting for such compensation and for any applicable taxes and benefits will be the responsibility of the party providing such compensation to the student.

## **XIV. Employment**

Students are not considered employees or agents of either UWF or Agency. Rather, Students are considered to be independent contractors for purposes of this Agreement.

## **XV. E-Verify**

The Agency and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Agency certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Agency must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Agency shall provide a copy of its DHS Memorandum of Understanding (MOU) to the UWF within five (5) days of Agreement execution.

This section serves as notice to the Agency regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the UWF's obligation to terminate the Agreement if it has a good faith belief that the Agency has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Agency will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The UWF will promptly notify the Agency and order the immediate termination of the contract between the Agency and a subcontractor performing work on its behalf for this Agreement should the UWF have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

## **XVI. Entire Agreement**

This Agreement represents the entire agreement between the Parties and may not be modified without the written consent of both parties. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

**The University of West Florida**

DocuSigned by:  
By: Karen Evans  
7E17BC489FD000  
Signature  
Print Name: Karen Evans  
Title: Interim Chair of School of Education  
Date: 04/01/2024

**Agency**

By: [Signature]  
Signature  
Print Name: Eric Tavares  
Title: Superintendent  
Date: 3/20/24

**Not final until a signed and executed copy of this Agreement is submitted to the Provost's office through DocuSign using the internagreements@uwf.edu e-mail address.**

Arman Sangalang  
2875 David Ave Apt 14  
Pacific Grove, CA 93950  
(630) 917-0262 cell

This contract is between Eric Tarallo as superintendent for Buena Vista Middle School (herein called employer) and Arman Sangalang as an independent contractor (herein called employee). This contract for the services of musicians on the engagement described below is drawn on March 29, 2024, between the undersigned purchaser of music class and the undersigned provider of music class.

**1. NAME AND ADDRESS OF PLACE OF ENGAGEMENT:**

Buena Vista Middle School  
18250 Tara Drive  
Salinas, CA 93908

**2. DATE AND TIME OF ENGAGEMENT(S):**

Monday, April 15, 2024  
Monday, April 22, 2024  
Monday, April 29, 2024  
Monday, May 6, 2024  
Monday, May 13, 2024  
3:15 p.m. until 4:15 p.m. (1 hour)

**3. TYPE OF ENGAGEMENT:**

After-School Enrichment Jazz Band Class

**4. SERVICES TO BE PROVIDED:**

1. After School Enrichment class focusing on topics of jazz music including repertoire, improvisation, and history

**5. COMPENSATION AGREED UPON:**

Cost: \$120.00 per class (\$40/hr for 1 hr of preparation, 1 hr of commute, 1 hr of class)  
Total: \$600 (\$120 x 5 classes)

**6. TERMS OF PAYMENT:**

Balance: \$600.00 made in five payments of \$120 or in full.  
Deposit check is to be made payable to Arman Sangalang.

**7. REQUIREMENTS FROM PURCHASER:**

Employer will provide access to electrical outlets for set-up, instruments for the class, and existing music repertoire from Buena Vista Middle School

**AGREED TO AND CONFIRMED**

EMPLOYER	<u>Eric Tarallo</u>	DATE	<u>4/2/24</u>
EMPLOYEE	<u>Arman Sangalang</u>	DATE	<u>4/3/24</u>



## AGREEMENT FOR CONSULTING SERVICES

This Agreement is made between The Lew Edwards Group, a California Corporation ("Consultant"), and Spreckels Union School District ("Client"). The parties agree as follows:

### 1. Professional Services to be Performed by Consultant.

Consultant shall, with consultation from Client, provide internal and external communications, engagement and advisory services to support Client's academic and educational facilities vision. Consultant services shall include the following:

- (a) Conducting an audit of coverage of District programs and other items in the public arena;
- (b) Reviewing Client's educational and facility policies, plans and vision;
- (c) Independently reviewing opinion research results and providing a communications and engagement plan and strategic advice;
- (d) Developing key messages, content, and a recommended schedule for communications materials produced by the District; and
- (e) collaborating with Client's Core Working Group and other professionals to support and/or facilitate a coordinated communications and project strategy.

The parties expressly agree that legal advice is not within Consultant's scope of services. Onsite meetings will not be required of Consultant.

### 2. Term of Agreement.

The Agreement is effective April 1, 2024 and ends on November 30, 2024.

Either party may terminate this Agreement upon thirty (30) days written notice to the other, or mutually agree to suspend services at any time. Consultant shall be paid any fees or costs through the termination date.

**3. Professional Fee.**

Consultant's professional fee is the discounted rate of Five Thousand Dollars (\$5,000) per month, due and payable by close of business on the last business day of each month commencing April 30, 2024, and with the last payment to be rendered based on the parties' agreement on project length.

Professional fees do not include additional costs which may be necessary for Client's project, such as graphic design, printing, postage or paid digital media which should be budgeted for separately by the District outside of this Agreement.

**4. Indemnification.**

The parties shall hold one another, their respective agents, and employees, harmless from any and all liability arising from or related to the performance of this Agreement, including third party legal actions caused by the acts or omissions of their respective agents or employees. The foregoing shall not apply to any action that one party may have against the other for harm caused to the other party arising from the willful misconduct or gross negligence of the other.

**5. Notice.**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notices shall be sufficiently given for all purposes as follows: Personal Delivery; First-Class Mail; Certified Mail; Overnight Delivery.

**6. Severability**

If any term or provision of this Agreement shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**7. Entire Agreement.**

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. No other agreement, statement or promise not contained herein shall be valid or binding.

Executed this \_\_\_ day of April 2024 at Spreckels, California.

SPRECKELS UNION SCHOOL DISTRICT

By Eric Tarallo  
Name: Eric Tarallo  
Title: Superintendent  
130 Railroad Avenue, Spreckels, CA 93962

Executed this 2nd day of April 2024 at Oakland, California.

A handwritten signature in black ink, appearing to read 'Catherine Lew', with a long horizontal flourish extending to the right.

Catherine Lew, President  
The Lew Edwards Group  
P.O. Box 21215  
Oakland, CA 94620

## SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised internship programs in which your District will be participating with University of Massachusetts Global.

<b>SINGLE SUBJECT</b>	<input checked="" type="checkbox"/>	<b>SCHOOL PSYCHOLOGY</b>	<input type="checkbox"/>
<b>MULTIPLE SUBJECTS</b>	<input checked="" type="checkbox"/>	<b>SCHOOL COUNSELING</b>	<input type="checkbox"/>
<b>SPECIAL EDUCATION</b>	<input checked="" type="checkbox"/>	<b>EDUCATION ADMINISTRATION</b>	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Spreckels Union School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork. For intern teachers, this includes the minimum number of preservice hours required by the CTC for issuance of the Intern Credential.
- B. Each Intern shall apply for the Internship Credential through the Teacher Accreditation Department at University of Massachusetts Global, upon verification of employment from the School District.
- C. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- D. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.



- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of University of Massachusetts Global while performing services for the District.

**III. THE PARTIES MUTUALLY AGREE**

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Spreckels Union School District  
 130 Railroad Avenue  
 Spreckels, CA 93962  
 Attn: Monica Valero  
 Phone: (831) 455-2550 ext. 312

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global  
 16355 Laguna Canyon Road  
 Irvine, CA 92618  
 Attn: School of Education, Dean  
 Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the

parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

#### **IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective 07/01/2024 and shall continue in full force and effect through 07/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

FIELDWORK SITE:   Signature: \_\_\_\_\_  
  Name:                    \_\_\_\_\_

  Title:                   \_\_\_\_\_

  Date:                    \_\_\_\_\_

UNIVERSITY:                   Signature: \_\_\_\_\_

  Name:                    Dr. David Andrews

  Title:                    Chancellor & CEO

  Date:                    \_\_\_\_\_

**Appendix A**  
**Definition of Internship**

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Intern Teachers:**

- A. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
- B. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at University of Massachusetts Global.
- C. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.
- D. Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

**a. General Support and Supervision Provided to All Intern Teachers**

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
  - 1. valid corresponding Clear or Life credential in a subject area comparable to that of the intern's subject area,
  - 2. three years successful teaching experience, and
  - 3. the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training. Experienced mentors may be eligible to waive up to 8 hours of this training based on prior experience and professional development.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.
- xi. University may request use of video capture for candidate supervision, reflection, and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

**b. Support and Supervision Specific to Teaching English Learners**

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities

after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

### **School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a

professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**I. Specific Supervision Requirements School Psychology Fieldwork:**

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship,



and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

- A. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- B. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
  - Minimum of 3 years of experience as professional in the field
  - Possession of a PPS School Psychology Credential
  - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- C. Provide experiences with a diverse student population.
- D. Provide experiences with a variety of educational programs.
- E. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
  - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.<sup>2</sup>
  - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.<sup>3</sup>
  - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
  - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.
- F. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.

- f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- A. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
  - B. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
  - C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
  - D. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
  - E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
  - F. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration Fieldwork:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

April 2024 Donations

Date	Name	Reason	Amount
4/15/2024	Spreckels PTO	Contribution for Garbage Disposal in Staff Lounge	\$ 172.91