

**HAPPY VALLEY SCHOOL DISTRICT
BOARD OF TRUSTEES
February 12, 2025
3:30 pm, Multi-Purpose Room
Agenda**

A. Approval of Agenda

B. Approval of Minutes- Regular Board Meeting, January 15, 2025

C. Community Input

Members of the audience are welcome to address the Board of Trustees at this time during the meeting regarding items not listed on this agenda. The Trustees may ask questions for clarity but cannot take action on those matters, if desired, until such matters are appropriately placed on a future agenda, according to law. Three minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter (Board bylaws 9323).

D. Board Report

E. Superintendent's Report

F. Staff Report

G. Student Report

H. Information Items

1. Construction Update

The Board will receive information regarding the construction update.

2. 2024-2025 First Interim Financial Report

The Board will receive information regarding the positive certification of the 2024-2025 First Interim Financial Report from the Santa Cruz County Office of Education.

3. Community Foundation of Santa Cruz

The Board will receive an update regarding the Happy Valley Foundation Fund through December 31, 2024.

I. Action Items

1. Contract for Category 1- Data Transmission and/or Internet Access

The Board will consider approval of the Category 1 Data Transmission and /or Internet Access to AT&T for a contract term of July 1, 2025 -June 30, 2030 for a total contract amount of \$35,400.00 and an estimate E-rate discount of 50% (\$17,250.00).

2. Contract for Category 2 – Network Electronics to AMS.NET

The Board will consider approval of the Category 2 Network Electronics to AMS.NET for a contract term of April 1, 2025 – September 30, 2026 for a total contact amount of \$2860.71 and an estimated E-rate discount of 50% (\$1430.35).

3. 2024/2025 Comprehensive Safety Plan

The Board will consider approval of the 2024/2025 Comprehensive Safety Plan Part 1- Public Component.

4. 2nd Quarter Williams Complaint Report

The Board will receive the 2nd quarterly report of 2024/2025 Uniform Complaints related to the Williams Settlement.

5. Resolution 24-25-04, Temporary Employment Notices

The Board will consider approval of the March 15th, layoff notices for the following position-Hourly Temporary Intervention Teacher.

6. Resignation of Certificated Employees

The Board will consider approval of letters of resignation from two certificated employees.

7. Revised 2025/2026 School Calendar

The Board will consider approval of the revised 2025/2026 school calendar.

8. Designation of California School Board Association (CSBA) Delegate for Subregion 9-A

The Board will vote for one candidate to serve a two-year term as CSBA Delegate for Subregion 9-A.

J. Consent Items

1. Approval of vendor warrants paid since the last meeting

K. Communications and Announcements

1. Feb. 17- No School, Presidents' Day
2. Feb. 19- Parent Club Meeting, 6:30 p.m., Via Zoom
3. Feb. 20- Read-A-Thon Begins
4. Feb. 21- Peacebuilder Assembly, 11:35 a.m.
5. Feb. 21- Spirit Day, Identity Swap
6. Feb. 28- Read-A-Thon Assembly, 11:35 a.m.
7. Mar. 12- Board Meeting, 3:30 p.m., MPR
8. Mar. 19- Parent Club Meeting, 6:30 p.m., Via Zoom
9. Mar. 28- Peacebuilder Assembly, 11:35 a.m.

L. Closed Session

1. Superintendent Goals
2. Comprehensive School Safety Plan Part 2- Internal Components

M. Report Out of Closed Session

N. Adjournment

Happy Valley School District
Regular Board Meeting
January 15, 2025
MINUTES

The meeting was called to order by the Board President at 3:30pm

BOARD MEMBERS PRESENT: Freeman, Hodges, Trotter, Stahl

BOARD MEMBERS ABSENT: Willet

STAFF MEMBERS PRESENT: Stewart, Lynd, Royer

STUDENTS PRESENT: Saskia, Morgan

A. APPROVAL OF THE AGENDA

MSC FREEMAN/STAHL to approve the Board Meeting agenda as written. Unanimous.

B. APPROVAL OF THE MINUTES

MSC TROTTER/STAHL to approve the minutes from the Regular Board Meeting December 18, 2024. Unanimous.

C. COMMUNITY INPUT

None.

D. BOARD REPORT

1. Katie Freeman informed the Board regarding rural federal grants being taken away from some districts.
2. Cliff Hodges informed the Board he finished his Masters in Governance courses and attended his first SSDA governance series meeting via zoom, he encouraged all Board members to participate.

E. SUPERINTENDENT'S REPORT

Michelle Stewart informed the Board of the following:

1. Everyone had a lovely winter break and it's great to be back. There is a new student in first grade.
2. January is the time that we are writing reports and following up on the current year while planning for a new school year.
3. The resource teachers have organized their new room. A crew has been hired to put the shelving back in the library. Volunteers will be needed to help put the books back on the shelves.

F. STAFF REPORT

Kate Royer informed the Board of the following:

1. Kindergarten has their 100th day coming up.
2. All classrooms are working on non-fiction units.
3. 3rd grade is going on a field trip to the MAH tomorrow.

G. STUDENT REPORT

Saskia and Morgan informed the Board of the following:

1. Before break Santa came on the fire truck and passed out candy canes.
2. After school yearbook classes started.
3. 6th grade is doing a recipe math project.

H. INFORMATION ITEMS

1. CONSTRUCTION UPDATE

The Board received an update regarding the fire hydrant on Branciforte Drive. The fire department signed off working with the district on moving forward with alternate means of water support. The construction project is nearing completion. There will be an audit submitted to the state where we can declare our savings.

2. FISCAL STABILITY

The Board received information regarding fiscal stability. The following was discussed and considered should cuts need to be made:

1. Increase revenue by going out for another parcel tax, seeking grants, and outside fundraising.
2. Look for less expensive 1:1 aides or train our own aides.
3. No ongoing ground maintenance.
4. Decrease janitorial services.
5. Release a teacher which creates all combo classes.
6. Furlough days for staff.
7. Reduce Office Support hours.
8. Reduce Superintendent/Principal hours.
9. Consider moving out of Basic Aid into an ADA district.
10. Bring back special education students from other programs with a full time SDC teacher.

I. ACTION ITEMS

1. 2023-2024 FINANCIAL AUDIT BY HARSHWAL AND COMPANY

MSC FREEMAN/HODGES to accept the 2023-2024 Financial Audit as presented. Unanimous.

2. SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

MSC STAHL/FREEMAN to approve the 2023-2024 SARC. Unanimous.

3. 2025-2026 SCHOOL CALENDAR

MSC FREEMAN/HODGES to approve the 2025-2026 school calendar. Unanimous.

4. BOARD POLICY UPDATES

MSC FREEMAN/STAHL to approve the Board policy updates. Unanimous.

5. FUNDRAISING SUBCOMMITTEE

MSC STAHL/HODGES to approve a fundraising subcommittee for revenue to offset the costs of student restrooms consisting of Cliff Hodges, Katie Freeman, Michelle Stewart and at least one community member. Unanimous.

J. CONSENT ITEMS

MSC STAHL/FREEMAN to approve the vendor warrants paid since the last meeting. Unanimous.

K. COMMUNICATION AND ANNOUNCEMENTS

1. January 15, 2025 - Parent Club Meeting, 6:30pm, Via Zoom
2. January 20, 2025 - No School, Martin Luther King Jr Day
3. January 31, 2025 - PeaceBuilder Assembly, 11:15am
4. February 10, 2025 - No School, Lincoln Holiday
5. February 12, 2025 - Board Meeting, 3:30pm, MPR
6. February 17, 2025 - No School, Presidents' Day
7. February 19, 2025 - Parent Club Meeting, 6:30pm, Via Zoom
8. February 20, 2025 - Read-A-Thon Begins
9. February 21, 2025 - ReaceBuilder Assembly, 11:15am
10. February 28, 2025 - Read-A-Thon Assembly, 11:15am

L. CLOSED SESSION

No closed session.

M. ADJOURNMENT

MSC STAHL/FREEMAN to adjourn the meeting, there being no further business, 4:57pm. Unanimous.

pl



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBAH - SUPERINTENDENT OF SCHOOLS

BOARD OF EDUCATION
Mr. Ed Acosta
Mr. Edward Estrada
Mr. Greg Larson
Ms. Sue Roth
Mr. Abel Sanchez
Mr. Bruce Van Allen
Ms. Rachel Williams

400 Encinal Street, Santa Cruz, CA 95060 • Tel (831) 466-5600 • Fax (831) 466-5607 • www.santacruzcoe.org

January 15, 2025

Mr. Cliff Hodges
President, Governing Board
Happy Valley Elementary School District
280 Branciforte Ridge
Santa Cruz, CA 95065

Re: 2024-25 First Interim Financial Report

Dear Mr. Hodges:

The Santa Cruz County Superintendent of Schools is in receipt of Happy Valley Elementary School District's First Interim report for the 2024-25 fiscal year. Based on the information as presented, the Santa Cruz County Office of Education (SCCOE) concurs with the district's **POSITIVE** certification.

The review included an assessment and analysis of the following major components of the district's report:

- Enrollment, Average Daily Attendance (ADA), Unduplicated Pupil Counts
- Unrestricted Ending Fund Balance and State Minimum Reserve
- Unrestricted Deficit Spending Trends
- Current and Multiyear Projections
- Staffing Projections/Salary Settlements
- Ending Cash and Monthly Cash Flow

The analysis and comments regarding the First Interim Budget are contained on the following pages.

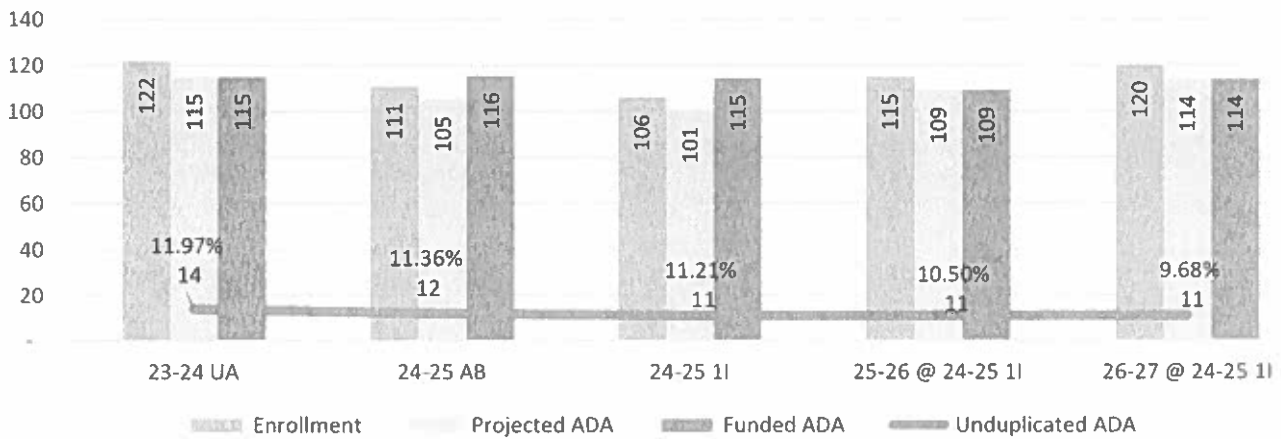
ENROLLMENT, AVERAGE DAILY ATTENDANCE AND UNDUPLICATED PUPIL
COUNT PROJECTIONS

The district is projecting enrollment to decline by five to 106 when compared to the Adopted Budget. The district is projecting enrollment to then increase by nine in 2025-26 to 115 and to increase by five for 2026-27. For Basic Aid districts, the SCCOE will typically note how much of an enrollment increase the district would need to experience before it grows out of Basic Aid status. Based on the current data available, it is estimated that an increase of approximately 10 students over current 2024-25 projections would begin to push the district out of Basic Aid status in 2024-25. There are multiple variables in this calculation, including but not limited to, changes in property tax, state cost of living adjustments (COLA), ADA funding levels in each of the grade spans as well as ADA growth or decline.

For the Local Control Funding Formula (LCFF) calculation, the district is projecting a funded ADA of 115 for the budget year, 109 for 2025-26 and 114 for 2026-27. The district’s funded ADA for the budget year was calculated using the prior year method. The district’s pre-pandemic ADA to enrollment ratio was 96.79% in 2019-20 and 97.31% the prior year. The district is projecting the ratio at 95.00% for all three fiscal years.

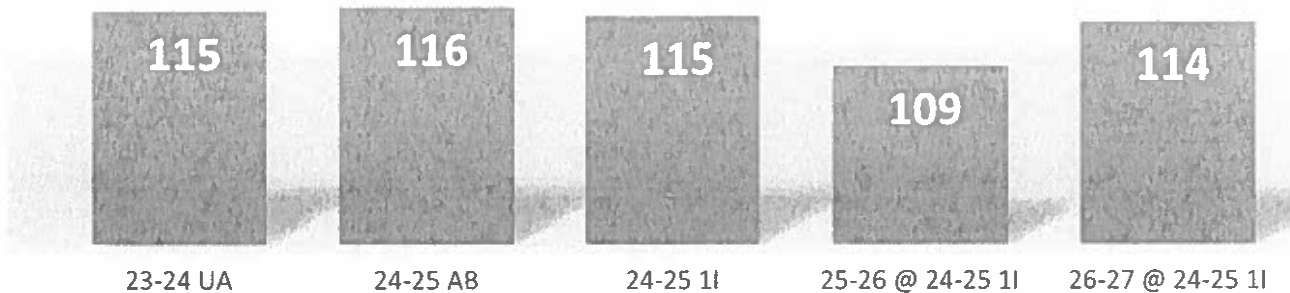
The district is Basic Aid and therefore the revenue is primarily derived from property taxes. However, it is still imperative to monitor the correlation between enrollment and ADA closely. Unduplicated Pupil counts remain relatively flat when compared to prior years. The following chart displays the district's enrollment, P-2 ADA, funded ADA and the unduplicated pupil percentage.

**Happy Valley Elementary 2024-25 1st Interim Budget
 Enrollment vs ADA with Unduplicated Pupil Count**



The chart below shows the district’s funded ADA. It is important to monitor ADA closely as much of the County as well as the State continues to be in declining enrollment.

**Happy Valley Elementary 2024-25 1st Interim Budget
 Basic Aid Average Daily Attendance Trend**



UNRESTRICTED ENDING FUND BALANCE AND STATE MINIMUM RESERVE

As certified by the Governing Board, the district is projecting an unrestricted ending balance in the General Fund of \$577,235 in the current year, \$403,267 in 2025-26, and \$247,276 in 2026-27. The District's State Required Minimum Reserve percentage is 5.0% or \$115,569 for 2024-25. The district also maintains a balance in Fund 17, Special Reserve for Other Than Capital Outlay.

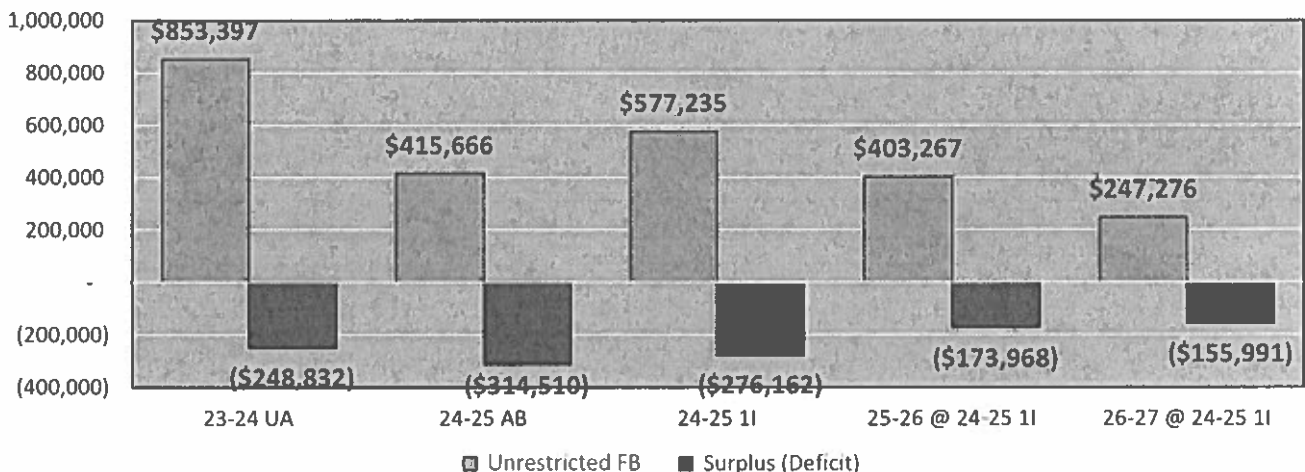
UNRESTRICTED DEFICIT SPENDING

The district is projecting to deficit spend by \$276,162 in the unrestricted resources in the budget year, by \$173,968 in 2025-26 and by \$155,991 in 2026-27. Based on current projections, the district is budgeting to spend over \$600,000 of the unrestricted ending fund balance or 71.0% over the three years. Should this level of deficit spending materialize and continue beyond 2026-27, the district would deplete the unrestricted General Fund, 01.

The State's established standard for deficit spending is one-third (1/3) of the district's available unrestricted reserve percentage. The district's projected deficit spending is **not** within the established state standard for the 2024-25 budget year or either of the two subsequent years. The district is strongly cautioned against on-going deficit spending, other than one-time, planned expenditures. The district is also advised to review expenditures to ascertain if any streamlining of expenses can occur to ensure fiscal sustainability.

The following chart displays the unrestricted general fund balance and projected deficit spending.

Happy Valley Elementary 2024-25 1st Interim Budget
 Unrestricted Fund Balance and Deficit Spending



CURRENT AND MULTI-YEAR PROJECTIONS

The district's projection of revenues and expenditures in the current and two subsequent fiscal years was reviewed. The district is projecting property tax increase at 3.1% annually. This is in line with the county treasury's estimate, as of November 2024. Based on prior year, the district could realize a slight increase of 0.5% with annual property tax revenues.

In November 2023, the district successfully passed an eight-year parcel tax, ending in 2032. Measure G is estimated to earn the district approximately \$61,000 per year. However, the district is being conservative and budgeting revenue of \$51,975 for the budget year.

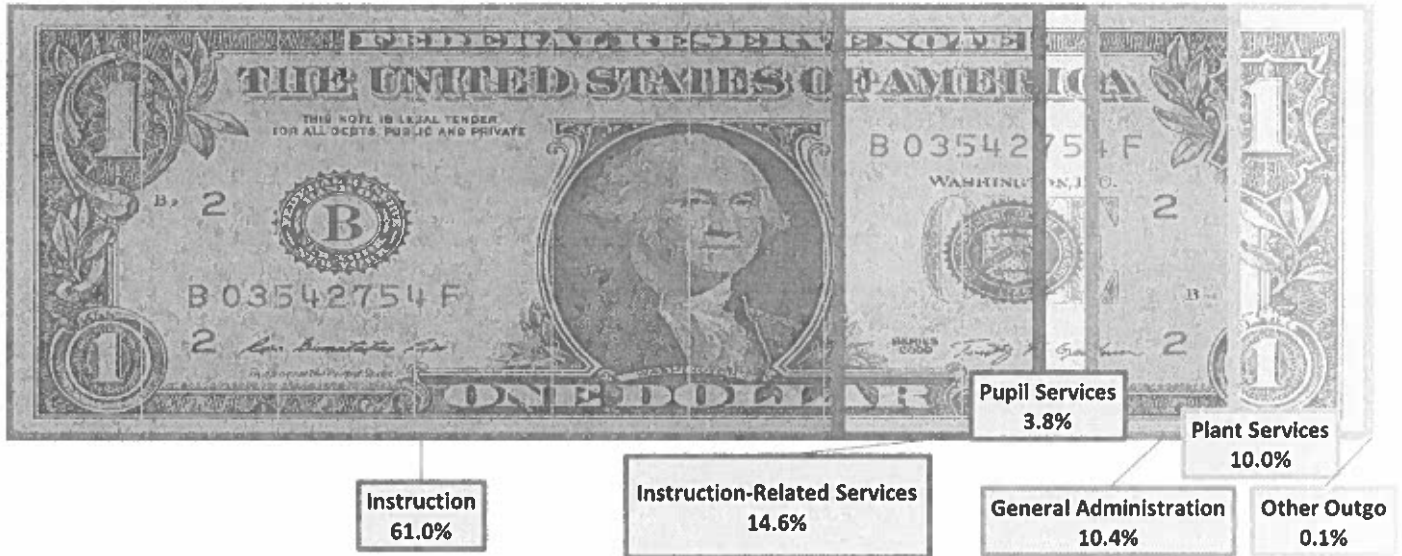
Contributions are projected to decrease from \$200,233 to \$167,310 in the budget year which is a 16.4% decrease when compared to the Adopted budget. Contributions are projected to decrease by 32.2% in 2025-26 and then increase by 7.9% in 2026-27. The contributions are to Special Education.

The following graphs provide a breakdown of expenditures by object code and then by function for the budget year.

**Happy Valley Elementary 2024-25 1st Interim Budget
Expenditures by Object**



Happy Valley Elementary 2024-25 1st Interim Budget Expenditures by Function



STAFFING PROJECTIONS AND SALARY SETTLEMENTS

Negotiations are settled with the district's certificated bargaining unit and the unrepresented group for the budget year and those costs are included in the budget and MYP.

Most of a school district's budget is spent on salaries and benefits. The percentage of unrestricted salaries and benefits to the total unrestricted general fund expenditures for the budget year and multiyear projections are 79.6%, 81.3% and 80.9%.

The state's established standard for unrestricted salary and benefits ratio is based on plus or minus 5% of the average of the district's three prior years of unrestricted salaries to total unrestricted expenditures. The district's historical average ratio of unrestricted salaries and benefits to total unrestricted expenditures has been validated at 81.3%. The budget projection and both out years have not exceeded the 5% variance, therefore, the district is within the state's established standard.

ENDING CASH POSITION AND MONTHLY CASH FLOW

Our review of the cash flow provided indicates that the district will have a positive cash balance at the end of each month and at the end of the fiscal year.

EDUCATION CODE

The review of the 2024-25 First Interim report for Happy Valley Elementary School District has been conducted in accordance with Education Code Section 42131.

The Education Code requires that the County Superintendent review the district Interim Report in order to:

- Determine whether the financial report complies with the standards and criteria established pursuant to Education Code Section 33127.
- Determine whether the Interim Report indicates that the district will be able to meet its financial obligations during the current fiscal year and subsequent two fiscal years.

The district's budget will be re-evaluated at the next reporting cycle to determine its certification.

Assembly Bill (AB) 2756 requires school districts to submit copies of any study or reports that indicate signs or symptoms of fiscal distress to the County Office of Education. Should the district be issued any such reports or studies during the fiscal year, please submit them to the attention of Liann Reyes, Deputy Superintendent, Business Services as soon as they are available.

If you have any questions about the First Interim budget, please contact Liann Reyes, Deputy Superintendent, Business, at (831) 466-5601 or Rebecca Olker, Executive Director, Fiscal Services at (831) 466-5630.

Sincerely,



Liann Reyes
Deputy Superintendent, Business Services

c: Dr. Faris Sabbah, County Superintendent of School
Michelle Stewart, Superintendent, Happy Valley Elementary School District
Rebecca Olker, SCCOE Executive Director, Fiscal Services
Jacob Willet, Board Member
Katie Freeman, Board Member
Carly Trotter, Board Member
David Stahl, Board Member

2024-24 First Interim Financial Report
 Happy Valley Elementary School District
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SANTA CRUZ COUNTY SCHOOLS

HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT

FINANCIAL ANALYSIS OF CURRENT GENERAL FUND UNRESTRICTED AND RESTRICTED MONIES

GENERAL FUND	2023-24			2024-25			2024-25			2025-26			2026-27		
	Unaudited Actuals			Adopted Budget			1st Interim			Projected @ 24-25 1I			Projected @ 24-25 1I		
	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Revenues:															
8010-8099 Local Control Funding Formula	\$ 1,130,844	\$ -	\$ 1,130,844	\$ 1,374,238	\$ -	\$ 1,374,238	\$ 1,368,848	\$ -	\$ 1,368,848	\$ 1,407,208	\$ -	\$ 1,407,208	\$ 1,448,813	\$ -	\$ 1,448,813
8100-8299 Federal	645	47,786	48,431	43,486	43,486	86,972	51,792	51,792	51,792	51,642	51,642	51,642	51,642	51,642	51,642
8300-8599 Other State	30,344	191,955	222,300	208,458	208,458	412,916	234,617	209,506	234,617	204,147	204,147	209,510	182,340	182,340	209,510
8600-8799 Other Local	171,668	184,609	356,277	77,875	139,868	217,743	233,658	141,079	233,658	170,011	170,011	170,011	92,433	92,433	170,011
8910-8929 Interfund Transfers In	63,564	-	63,564	73,463	-	73,463	73,463	-	73,463	78,170	-	78,170	89,347	-	89,347
8930-8979 Other Sources	(173,788)	173,788	-	(200,233)	200,233	-	(167,310)	167,310	-	(113,485)	-	-	(122,438)	-	-
8980-8998 Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue, Transfers, and Other Sources	\$ 1,423,277	\$ 598,139	\$ 2,021,416	\$ 1,348,997	\$ 592,045	\$ 1,941,042	\$ 1,952,842	\$ 569,537	\$ 1,952,379	\$ 1,475,542	\$ 435,636	\$ 1,911,178	\$ 1,519,470	\$ 448,853	\$ 1,968,323
Expenditures:															
1000-1999 Certificated Salary	\$ 771,523	\$ 137,557	\$ 909,080	\$ 751,082	\$ 112,616	\$ 863,698	\$ 848,763	\$ 101,185	\$ 848,763	\$ 756,143	\$ 71,432	\$ 827,575	\$ 766,568	\$ 71,432	\$ 838,000
2000-2999 Classified Salary	219,274	35,459	254,733	228,201	16,970	245,172	219,807	25,080	244,887	221,232	25,080	246,312	222,300	25,080	247,380
3000-3999 Employee Benefit	360,245	102,753	462,998	351,765	103,740	455,505	360,575	103,596	464,171	363,794	100,687	464,481	367,304	104,544	471,848
4000-4999 Books & Supplies	30,980	24,183	55,163	34,605	54,428	89,033	26,175	57,615	83,790	27,494	10,324	37,808	33,858	10,840	39,698
5000-5999 Services & Other Operating Expenditures	279,870	222,289	502,159	280,972	277,633	558,605	321,829	279,374	601,203	289,354	198,152	487,506	300,540	205,619	506,159
6000-6599 Capital Outlay	-	-	-	-	65,572	65,572	65,572	65,572	65,572	-	-	-	-	-	-
7100-7299 Other (nego)	-	99,764	99,764	-	55,000	55,000	165	2,825	2,990	164	2,825	2,989	165	2,825	2,990
7300-7399 Direct & Indirect Support	(9,783)	9,783	-	(7,319)	7,319	-	(7,124)	7,124	-	(8,661)	8,661	-	(10,274)	10,274	-
7610-7629 Interfund Transfers Out	20,000	-	20,000	20,000	-	20,000	-	-	-	-	-	-	-	-	-
7630-7699 Other Uses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Adjustments (Form MYP)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures, Transfers, and Other Uses	\$ 1,672,109	\$ 631,789	\$ 2,303,897	\$ 1,663,507	\$ 693,277	\$ 2,356,783	\$ 1,669,003	\$ 642,372	\$ 2,311,376	\$ 1,649,510	\$ 417,161	\$ 2,066,671	\$ 1,675,461	\$ 430,614	\$ 2,106,075
Excess (Deficiency)	\$ (248,832)	\$ (33,650)	\$ (282,481)	\$ (314,510)	\$ (101,232)	\$ (415,742)	\$ (276,161)	\$ (72,835)	\$ (348,997)	\$ (173,968)	\$ 18,475	\$ (155,493)	\$ (155,991)	\$ 18,239	\$ (137,753)
Beginning Balance	\$ 1,102,228	\$ 230,925	\$ 1,333,153	\$ 730,176	\$ 172,327	\$ 902,503	\$ 853,397	\$ 197,275	\$ 1,050,672	\$ 577,235	\$ 124,440	\$ 701,675	\$ 403,267	\$ 142,914	\$ 546,182
Audit Adjustments / Reconcilements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	\$ 853,397	\$ 197,275	\$ 1,050,672	\$ 415,666	\$ 71,095	\$ 486,761	\$ 577,235	\$ 124,440	\$ 701,675	\$ 403,267	\$ 142,914	\$ 546,182	\$ 247,276	\$ 161,153	\$ 408,429
Reserves:															
Minimum Reserve Level per Criteria & Standards	5%			5%			5%			5%			5%		
Recommended REU (Computed in CBS)	\$ 115,195	\$ -	\$ 115,195	\$ 117,839	\$ -	\$ 117,839	\$ 115,569	\$ -	\$ 115,569	\$ 103,334	\$ -	\$ 103,334	\$ 105,304	\$ -	\$ 105,304
Reserves per District (REU 9789)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nonspendable (Rev. Cash, Prepaid, Stores)	-	197,275	197,275	71,095	71,095	142,190	-	124,440	124,440	-	142,914	142,914	-	161,153	161,153
Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Committed	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Assigned	853,397	-	853,397	415,666	-	415,666	577,235	-	577,235	403,267	-	403,267	247,276	-	247,276
Excess (Deficiency) above state recommended REU	853,397	-	853,397	718,362	-	718,362	577,235	-	577,235	403,267	-	403,267	247,276	-	247,276
Contributions to Restricted Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Reserve Fund 17 (REU Only)	\$ 115,195	\$ -	\$ 115,195	\$ 420,536	\$ -	\$ 420,536	\$ 115,569	\$ -	\$ 115,569	\$ 103,334	\$ -	\$ 103,334	\$ 105,304	\$ -	\$ 105,304

SANTA CRUZ COUNTY SCHOOLS
 HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT

FINANCIAL ANALYSIS OF GENERAL FUND

GENERAL FUND	2023-24	2024-25	2024-25	2024-25	2025-26	2024-25 1I	2026-27	25-26 PB
	Unaudited Actuals	Adopted Budget	1st Interim	24-25 AB vs 24-25 1I	Projected @ 24-25 1I	24-25 1I vs 25-26 PB	Projected @ 24-25 1I	vs 26-27 PB
Revenues								
8010-8099 Local Control Funding Formula	1,330,844	1,374,238	1,368,848	-0.39%	1,407,208	2.80%	1,448,813	2.96%
8100-8299 Federal	48,431	43,486	51,792	19.10%	51,642	-0.29%	51,642	0.00%
8300-8599 Other State	222,300	232,111	234,617	1.08%	204,147	-12.99%	209,510	2.63%
8600-8799 Other Local	356,277	217,743	233,658	7.31%	170,011	-27.24%	170,011	0.00%
8910-8929 Interfund Transfers In	63,564	73,463	73,463	0.00%	78,170	6.41%	88,347	13.02%
8930-8979 Other Sources	-	-	-	-	-	-	-	-
8980-8998 Contributions	(0)	-	-	-	-	-	-	-
Total Revenue, Transfers, and Other Sources	2,021,416	1,941,042	1,962,379	1.10%	1,911,178	-2.61%	1,968,323	2.99%
Expenditures								
1000-1999 Certificated Salary	909,080	863,698	848,763	-1.73%	827,575	-2.50%	838,000	1.26%
2000-2999 Classified Salary	254,733	245,172	244,887	-0.12%	246,312	0.58%	247,380	0.43%
3000-3999 Employee Benefit	462,998	455,505	464,171	1.90%	464,481	0.07%	471,848	1.59%
4000-4999 Books & Supplies	55,163	93,233	83,790	-10.13%	37,808	-54.88%	39,698	5.00%
5000-5899 Services & Other Operating Expenditures	502,159	558,605	601,203	7.63%	487,506	-18.91%	506,159	3.83%
6000-6599 Capital Outlay	-	65,572	65,572	0.00%	-	-100.00%	-	-
7100-7299 Other Outgo	99,764	55,000	2,990	-94.56%	2,989	-0.03%	2,990	0.03%
7300-7399 Direct & Indirect Support	-	-	0	-	-	-	-	-
7610-7629 Interfund Transfers Out	20,000	20,000	-	-100.00%	-	-	-	-
7630-7699 Other Uses	-	-	-	-	-	-	-	-
Other Adjustments (From MYP)	-	-	-	-	-	-	-	-
Total Expenditures, Transfers, and Other Uses	2,303,897	2,356,783	2,311,376	-1.93%	2,066,671	-10.59%	2,106,075	1.91%
Excess (Deficiency)	(282,481)	(415,742)	(348,997)	-16.05%	(155,493)	-55.45%	(137,752)	-11.41%
Beginning Balance	1,333,153	902,503	1,050,672	16.42%	701,675	-33.22%	546,182	-22.16%
Audit Adjustments / Restatements	-	-	-	-	-	-	-	-
Ending Balance	1,050,672	486,761	701,675	44.15%	546,182	-22.16%	408,429	-25.22%
Reserves								
Minimum Reserve Level per Criteria & Standards	5%	5%	5%	0.00%	5%	5%	5%	5%
Recommended REU (Computed in CBS)	\$ 115,195	\$ 117,839	\$ 115,569	-1.93%	\$ 103,334	-10.59%	\$ 105,304	1.91%
Reserves per District (REU 9789)								
Nonspendable (Rev. Cash, Prepaid, Stores)	-	-	-	-	-	-	-	-
Restricted	197,275	71,095	124,440	75.03%	142,914	14.85%	161,153	12.76%
Committed	-	-	-	-	-	-	-	-
Assigned	853,397	415,666	577,235	38.87%	403,267	-30.14%	247,276	-38.68%
Unassigned	853,396.91	718,362.45	577,235	-19.65%	403,268	-30.14%	247,276	-38.68%
Excess (Deficiency) above state recommended REU	173,788	200,233	167,310	-16.44%	113,485	-32.17%	122,438	7.89%
Contributions to Restricted Programs	115,195	117,839	115,569	-1.93%	103,334	-10.59%	105,304	1.91%

HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT
All Funds Summary
2024-25
1st Interim

	01	17	25	35	57	Total All Funds
	General	Special Reserve	Capital Facilities	County Sch Facilities	Foundation	
Revenue						
8000-8099 Local Control Funding Formula	1,368,848	-	-	-	-	1,368,848
8100-8299 Federal Revenue	51,792	-	-	-	-	51,792
8300-8599 State Revenue	234,617	-	-	-	-	234,617
8600-8699 Local Revenue	233,658	15,000	4,020	30,000	36,000	318,678
Total Revenue	1,888,915	15,000	4,020	30,000	36,000	1,973,935
Expenditures						
1000 Certificated Salaries	848,763	-	-	-	-	848,763
2000 Classified Salaries	244,887	-	-	-	-	244,887
3000 Employee Benefits	464,171	-	-	-	-	464,171
4000 Books & Supplies	83,790	-	-	-	-	83,790
5000 Services & Other Oper.	601,203	-	-	70,527	-	671,730
6000 Equipment	65,572	-	-	1,414,023	-	1,479,595
7100-7299 Other Outgo (74XX)	2,990	-	-	-	-	2,990
7300 Indirect Costs	0	-	-	-	-	0
Total Expenditures	2,311,376	-	-	1,484,550	-	3,795,925
Surplus (Deficit)	(422,460)	15,000	4,020	(1,454,550)	36,000	(1,821,990)
Other Sources/Uses						
89XX Transfers In	73,463	-	-	-	-	73,463
8930-8979 Other Sources	-	-	-	-	-	-
7610-7629 Transfers Out	-	-	-	-	73,463	73,463
7630-7699 Other Uses	-	-	-	-	-	-
Total Other Sources/Uses	73,463	-	-	-	(73,463)	-
Total Incr (Decr) in Fund Balance	(348,997)	15,000	4,020	(1,454,550)	(37,463)	(1,821,990)
Beginning Fund Balance	1,050,672	400,319	14	1,454,550	1,092,654	3,998,208
Audit Adjustments/Restatements	-	-	-	-	-	-
Ending Fund Balance	701,675	415,319	4,034	-	1,055,190	2,176,218

S COMMUNITY FOUNDATION SANTA CRUZ COUNTY

at the Jack & Peggy Baskin Center for Philanthropy

7807 Soquel Drive • Aptos, CA 95003 • 831.662.2000 • www.cfsc.org

Happy Valley School Legacy Flex Fund - HVSL

Fund Type: Agency Fund

Date Established: July 09, 2014

Investment Pool: Nonendowed - Socially Responsible Long Term Pool

Fund Report for October 01, 2024 - December 31, 2024

	Current Period 10/1/2024 - 12/31/2024	Year To Date 1/1/2024- 12/31/2024
Beginning Fund Balance	\$293,796.99	\$263,624.13
Plus Additions to Fund		
Earnings/(Losses)	\$(9,292.97)	\$22,934.70
Total Income	\$(9,292.97)	\$22,934.70
Less Distributions from Fund		
Foundation Services Fee*	\$725.78	\$2,780.59
Total Expenditures	\$725.78	\$2,780.59
Ending Fund Balance	\$283,778.24	\$283,778.24

*The Foundation Services Fee helps to support fund stewardship as well as Foundation programs that assist donors, educate and strengthen local nonprofits, and build regional partnerships to address critical local issues.

If you have questions regarding your fund statement, please contact Hilary Bryant at hbryant@cfsc.org or (831) 662-2065.

total Fund 57 \$1,852,628.50
(including county treasury amt of \$52,896.38)

Last quarter total Fund 57 \$1,915,602.25
(including county treasury amt of \$52,330.65)



Happy Valley School Foundation Fund - Donor Gifts - HVSDDG

Fund Type: Designated Fund

Date Established: October 30, 2017

Investment Pool: Endowed - Socially Responsible Long Term Pool

Fund Report for October 01, 2024 - December 31, 2024

	Current Period 10/1/2024 - 12/31/2024	Year To Date 1/1/2024 - 12/31/2024
Beginning Fund Balance	\$760,078.19	\$689,069.98
Plus Additions to Fund		
Earnings/(Losses)	\$(24,041.76)	\$59,455.32
Total Income	\$(24,041.76)	\$59,455.32
Less Distributions from Fund		
Distributions for Fund Purpose	\$ 0.00	\$7,163.00
Foundation Services Fee*	\$1,877.67	\$7,203.54
Total Expenditures	\$1,877.67	\$14,366.54
Ending Fund Balance	\$734,158.76	\$734,158.76

*The Foundation Services Fee helps to support fund stewardship as well as Foundation programs that assist donors, educate and strengthen local nonprofits, and build regional partnerships to address critical local issues.

If you have questions regarding your fund statement, please contact Hilary Bryant at hbryant@cfsc.org or (831) 662-2065.



Happy Valley School Foundation Fund - HVSD

Fund Type: Agency Fund

Date Established: February 26, 1998

Investment Pool: Endowed - Socially Responsible Long Term Pool

Fund Report for October 01, 2024 - December 31, 2024

	Current Period 10/1/2024 - 12/31/2024	Year To Date 1/1/2024- 12/31/2024
Beginning Fund Balance	\$809,396.42	\$753,814.57
Plus Additions to Fund		
Earnings/(Losses)	\$(25,601.72)	\$63,657.68
Total Income	\$(25,601.72)	\$63,657.68
Less Distributions from Fund		
Distributions for Fund Purpose	\$ 0.00	\$27,978.00
Foundation Services Fee*	\$1,999.50	\$7,699.05
Total Expenditures	\$1,999.50	\$35,677.05
Ending Fund Balance	\$781,795.20	\$781,795.20

*The Foundation Services Fee helps to support fund stewardship as well as Foundation programs that assist donors, educate and strengthen local nonprofits, and build regional partnerships to address critical local issues.

If you have questions regarding your fund statement, please contact Hilary Bryant at hbryant@cfsc.org or (831) 662-2065.



**AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No. 202101055991UA
AT&T Contract ID No. ADE-QIJ86VV

Customer	AT&T
Happy Valley Elementary School District Street Address: 3125 Branciforte Drive City: Santa Cruz State/Province: CA Zip Code: 95065 Country: USA	AT&T Enterprises, LLC, on behalf of the Participating Carriers defined below
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Michelle Stewart Title: Title- Superintendent Street Address: 3125 Branciforte Drive City: Santa Cruz State/Province: CA Zip Code: 95065 Country: USA Telephone: 831-429-1456 Email: mstewart@hvesd.com	Name: Kim Lomas Street Address: 1472 Edinger Ave City: Tustin State/Province: CA Zip Code: 92780 Country: USA Telephone: 949-623-1190 Email: kl1931@att.com Sales/Branch Manager: Liz Beppu SCVP Name: Ryan Addison Sales Strata: LED Sales Region: West With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Email: _____ Agent Code _____	

This AT&T Dedicated Ethernet Service (Service) Pricing Schedule (Pricing Schedule), between Customer and AT&T Enterprises, LLC., on behalf of the Participating Carriers defined below (AT&T), is effective when signed by the last of Customer and AT&T (Effective Date) and is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Service is Interstate or Intrastate.

If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

On the Effective Date, this Pricing Schedule will supersede and replace all existing or prior agreement(s) for the Service identified in this Pricing Schedule.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: _____	By: _____
Printed or Typed Name: _____	Printed or Typed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM): _____
--	--

WK# - TCAL and ILEC - Intrastate-TBD Please sign by November 15, 2025	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

**AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Dedicated Ethernet
----------------	-------------------------

1.1. AT&T Dedicated Ethernet Service

AT&T Dedicated Ethernet Participating Carrier(s)/Service Providers	Service Publication (incorporated by reference)	Service Publication Location (URL)
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana Michigan Bell Telephone Company, d/b/a AT&T Michigan Nevada Bell Telephone Company, d/b/a AT&T Nevada The Ohio Bell Telephone Company, d/b/a AT&T Ohio	AT&T Ethernet Service Guide	https://cpr.att.com/pdf/commonEthServGuide.html
Pacific Bell Telephone Company, d/b/a AT&T California	AT&T Ethernet Service Guide For Intrastate Access: AT&T California Service Publications, including Other Services Tariff, Section D12	https://cpr.att.com/pdf/ca/ca.htm
Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas Wisconsin Bell, Inc., d/b/a AT&T Wisconsin	AT&T Ethernet Service Guide	https://cpr.att.com/pdf/commonEthServGuide.html
TC Systems, Inc.: Massachusetts and New York Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Iowa, Maine Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Utah, Vermont, Virginia, Washington, West Virginia and Wyoming.	AT&T Business Service Guide AT&T Dedicated Ethernet (TCAL)	https://serviceguidenew.att.com/sq_flashPlayerPage/ADE

WK# - TCAL and ILEC - Intrastate-TBD Please sign by November 15, 2025	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms**

1.2. Inside Wiring

Service	AT&T Inside Wiring	
Participating Carrier/Service Provider	Service Publication	Service Publication Location
Same as the AT&T Participating Carriers/Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

1.3. Entrance Facility Construction

Service	AT&T Entrance Facility Construction	
Participating Carriers/Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of the Ethernet Payment Plan, a/k/a Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term
PRICING SCHEDULE TERM AUTO-RENEWAL	Not applicable to this Pricing Schedule

3. ETHERNET PAYMENT PLAN A/K/A MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charges Applied for Calculation of Early Termination Charges	Ethernet Payment Plan a/k/a Minimum Payment Period per Service Component
All quantities of Service Components listed in section 5	100% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components in excess of quantities listed in Section 5 (Adds) are not permitted.

4.2. Moves

Per applicable Service Publication

WK# - TCAL and ILEC - Intrastate-TBD Please sign by November 15, 2025	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

**AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms**

5. RATES AND CHARGES; QUANTITIES; SITE CONFIGURATION

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last 5 characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates control.
- Charges for special construction, if needed, may also apply.

5.1. New Service

This Pricing Schedule is Customer's order for any new Services shown in the table(s) below.

For each location where collocation is identified per the table(s) below, cross connect charges will apply under the applicable tariffs or other service publications.

Circuit Item #1					
Location A: 3125 BRANCIFORTE DR. SANTA CRUZ, CA Port Connection Speed: 10 GE LAN-PHY Collocation (Cross Connects apply): No Optional Diversity Features: N/A			Location Z: 400 ENCINAL ST. SANTA CRUZ, CA Port Connection Speed: 10 GE LAN-PHY Collocation (Cross Connects apply): No Optional Diversity Features: N/A		
Circuit Level Options: Port Protection Plus: N/A Inter-Wire Center Diversity: N/A					
Service Components / USOC	Quantity New	MRC, per unit	Total MRC (Qty x MRC)	NRC, per unit (New Service Components only)	Total NRC (Qty x NRC)
Port Connection - 10 GE LAN-PHY USOC: EYXCT-EYFNX	0	\$319.00	\$0.00	\$0.00	\$0.00
Customer Conn Charge - 10 GE LAN-PHY USOC: EYXCT-NRBBL	0	\$0.00	\$0.00	\$0.00	\$0.00
Design CO Charge - 10 GE LAN-PHY USOC: EYXCT-NRBCL	0	\$0.00	\$0.00	\$0.00	\$0.00
Admin Charge - 10 GE LAN-PHY USOC: EYXCT-ORCMX	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL MRC for Service Components and Quantities listed above:			\$0.00	TOTAL NRC:	\$0.00

WK# - TCAL and ILEC - Intrastate-TBD Please sign by November 15, 2025	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)
Pricing Schedule Provided Pursuant to Custom Terms**

5.2. Existing Service

Existing Circuit ID: 86KFFS568255PT CA			
Service Components / USOC	Quantity Existing	MRC, per unit	Total MRC (Qty x MRC)
Port Connection - 1 GE Native Ethernet USOC: EYXAT-EYFNX	2	\$295.00	\$590.00
Customer Conn Charge - 1 GE Native Ethernet USOC: EYXAT-NRBBL	2	\$0.00	\$0.00
Design CO Charge - 1 GE Native Ethernet USOC: EYXAT-NRBCL	1	\$0.00	\$0.00
Admin Charge - 1 GE Native Ethernet USOC: EYXAT-ORCMX	1	\$0.00	\$0.00
TOTAL MRC for Service Components and Quantities listed above:			\$590.00

End of Document



E-Rate Rider

ATTACHMENT TO AT&T Dedicated Ethernet ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by AT&T California [Insert name of AT&T affiliate] (AT&T) and HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here 7/1/2025*. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** - Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

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E-Rate Rider

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

10. Unforeseen Special Construction Charges

- AT&T affirms that it has conducted due diligence to verify all costs associated with our proposal. However, if during the provisioning or installation process, the need for special construction to enable service installation at a site arises, the applicant shall have the option to amend the contract to remove the affected site without incurring any termination liability.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

11. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR")- Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

12. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety

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E-Rate Rider

(90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

13. Invoice Timing

No time limitation in the Agreement respecting late invoicing of non-discounted charges shall apply to invoicing for eRate-eligible Services.

14. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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SALES ORDER AGREEMENT E-RATE

THIS SALES ORDER AGREEMENT ("Agreement") is made and entered into on January 31, 2025, by and between AMS.NET, LLC D/B/A MGT Impact Solutions, a Delaware corporation ("AMS"), whose address is 502 Commerce Way, Livermore, CA 94551 and Happy Valley Elementary School District, an Education ("Customer"), whose address is 3125 Branciforte Dr, Santa Cruz, CA 95065-9661.

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled Exhibit A, the terms of which are hereby incorporated and made a part of this Agreement.

This agreement is contingent on E-rate funding.

Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET. A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e. net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS's net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases.
3. **Installation Date.** The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. **HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.**
4. **Change Management Procedures.** It may become necessary to amend this agreement for reasons including, but not limited to, the following:
- Changes to scope of the work and/or specifications for the Services,
 - Changes to the Milestone Invoice Schedule.
 - Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
 - Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

- i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
 - ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
 - iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
 - v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.
5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an "Installation Warranty"). **EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.** AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.
- Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.
6. **Return for Credit Policy.** Merchandise must be returned within 15 days in unopened original packaging. An RMA number must be requested prior to the return and accompany

the equipment when it is received. Cisco and Meraki orders cannot be modified starting at 50 days prior to the current estimated ship date. Cisco and Meraki have a no return for credit RMA policy. Please make sure your order is accurate before AMS.NET places the order with the manufacturer.

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
 - a Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or
 - b Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
 - c Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.
8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as Exhibit A, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.
11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees
12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect

interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.
14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement
15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.
16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.
17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"

"Customer:"

AMS.NET, LLC D/B/A MGT Impact Solutions,
a Delaware Corporation

Happy Valley Elementary School District,
a Education Customer

By

Diana Monaghan, Secretary

By

Its

EXHIBIT A

<u>Quote Number</u>	<u>Description</u>	<u>Total \$</u>
Q-00088144	Happy Valley Elementary School District E-rate 28 - All sites - Switching & UPS - 105324 - UPS Only	\$2,860.71
	Total Investment	\$2,860.71

Customer Initials

Directions for the Santa Cruz Countywide Comprehensive School Safety Template Part I - Public Components

1. All sections of this template are required.
2. Add documents as Attachments.

COMPREHENSIVE SCHOOL SAFETY PLAN

Part I – Public Components

2024-2025

School: Happy Valley Elementary School
Address: 3125 Branciforte Dr.
Santa Cruz, CA 95065-9775
Principal: Michelle Stewart, Superintendent/Principal
Phone Number: 831-429-1456
E-mail Address: mstewart@hvesd.com

District: Happy Valley Elementary School District
Superintendent: Michelle Stewart
Phone Number: 831-429-1456
E-mail Address: mstewart@hvesd.com

Approved by:

Name	Title	Signature	Date

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Purpose of the Comprehensive School Safety Plan (CSSP)

Sections 32280-32288 of the California Education Code outline the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a Comprehensive School Safety Plan relevant to the needs and resources of that particular school.

It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated Comprehensive School Safety Plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses. Comprehensive School Safety Plans are required under SB 719 & AB 115 and must contain the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual School Accountability Report Card (SARC).

A copy of the Comprehensive School Safety Plan Public Version – Part I is available for review at the Happy Valley Elementary School office, and online at www.hvesd.com.

Plan Development and Approval

The Happy Valley Elementary School Comprehensive School Safety Plan has been developed by:

- School Site Council
- X School Safety Planning Committee

Which includes the following members:

Name	Membership Role
Michelle Stewart, Superintendent/Principal	Principal or Principal’s Designee
Carey Ruwe	Teacher from Happy Valley Elementary School
Carly Trotter	Parent whose child attends the School
Donna Walker	Classified Employee
Bryan Wall, former law enforcement	Law Enforcement Agency Representative
Rishi Lal, Director of School Safety, Santa Cruz County Office of Education	Other

Key Dates of Plan Development and Approval	Date(s)
Meeting with representative of law enforcement agency to develop the Plan	1/23/2025
Meeting at the school site to allow members of the public the opportunity to review and express opinions about the Plan	1/27-1/31/2025
School Safety Committee approval of the Plan	1/23/2025
School District Board approval of the Plan	2/12/2025
Submission to Santa Cruz County Office of Education for audit review	

Current Status of School Crime

This section presents data that will be analyzed to assess the current status of school crime committed on the Happy Valley Elementary School campus and at school-related functions. Data presented include:

Findings from the analysis of the data presented above include:

There is no crime or crime reports from Happy Valley

School Safety Strategies and Programs

Happy Valley Elementary School is committed to school safety for all students, staff, and visitors. Many strategies and programs provide and maintain a high level of school safety.

School Vision/Mission Statement

Our Mission

Happy Valley School's Mission is to educate the whole child in a small, safe, community supported school that provides a solid foundation to achieve academic, social, and emotional success.

Our Vision

Happy Valley will be a place where all students will be prepared for academic, social, and emotional success for the next stages of life and school.

Our Core Values

- Provide an exceptional education with high expectations
- Value honesty and integrity
- Engage our diverse community
- Cultivate aware and involved citizens
- Recruit, retain and support high quality staff
- Honor students as individuals with a focus on the whole child
- Foster a small school environment
- Provide a safe place both academically and emotionally
- Create a growth mindset

Providing a safe learning environment is a priority for staff, parents, students, and school community members. Happy Valley Elementary School prepares students to be self-disciplined and responsible citizens who can meet the challenge of living in an ethnically and socio-economically diverse community. Happy Valley Elementary School promotes caring and nurturing relationships and work cooperatively with parents, students, law enforcement representatives, and other community agencies. Happy Valley Elementary School stresses prevention of violence on campus and prepares students to handle conflict, anger, and other threats to safety.

Programs are implemented to prevent drug, alcohol, and tobacco use. The Happy Valley Elementary School discipline policy provides students with behavior guidelines that are aligned to the California Education Code and district policies. School-wide rules, classroom rules, the dress code, and consequences for rule infractions provide students with clear expectations for behavior. The focus is to reduce barriers to learning as well as to build protective factors leading to student success, both academically and socially.

Intervention and prevention programs focus on positive youth development. Happy Valley Elementary School implements programs to create a positive school climate and promote social-emotional learning using research-based strategies. Happy Valley Elementary School implements multi-tiered systems of support/response to intervention for students that promote high expectations, maintain student engagement in school, and provide systems for student success.

Strategies and programs unique to Happy Valley Elementary School that provide a safe learning environment for all students, including specifically for LGBTQ students.
PeaceBuilders, Sanford Harmony Social Emotional Program.

Child Abuse Reporting Procedures

(EC 35294.2 [a] [2]; PC 11166)

All school staff members actively monitor the safety and welfare of all students. Staff members understand their responsibility as child-care custodians and will immediately report all cases of known and suspected child abuse pursuant to Penal Code Section 11166. District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

Penal Code 11166. (a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make an initial report by telephone to the agency immediately or as soon as is practicably possible, and shall prepare and send, fax, or electronically transmit a written follow up report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any non-privileged documentary evidence the mandated reporter possesses relating to the incident.

Plans are also completed to assure ongoing monitoring of the student. School staff work closely with police and Child Protective Services with follow up actions as needed. Considerable effort is made to maintain the confidentiality of the student and employee in all cases of child abuse reporting. Copies of all written reports are maintained in a confidential file in the principal's office. Board Policy 5141.4 addresses Child Abuse Prevention and Reporting and is included in the Appendix of the Comprehensive School Safety Plan.

Staff is trained on a yearly basis regarding Child Abuse Reporting.

Emergency/Disaster Preparedness Training Schedule

Happy Valley Elementary School will provide all students and staff with emergency/disaster preparedness training in a variety of procedures according to the following schedule:

Training	Date(s)
Fire Procedures	08/29/2024, 09/20/2024, 10/18/2024, 12/19/2024, 01/22/2025, 02/20/2025, 03/20/2025, 04/23/2025, 05/13/2025
Lock Down Procedures	12/19/2024 Reverse Evacuation, 03/20/2025 Lockdown
Code Red Procedures	10/18/2024
Shelter in Place Procedures	12/19/2024
Earthquake Emergency Procedures	09/20/2024, 11/20/2024, 02/20/2025, 04/23/2025

Procedures for Emergency Use by Public Agency – BP 3516

As documented in Board Policy 3516, public agencies, including the American Red Cross, have permission to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board will cooperate with such agencies in furnishing and maintaining whatever services they deem necessary to meet the community's needs. Board Policy 3516 is included in the Appendix.

Happy Valley has been used as an evacuation site before and will be of assistance if needed in the future.

Suspension/Expulsion Policies – BP 5144.1

As documented in Board Policy 5144.1, the school desires to provide students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. Rules and regulations set the standards of behavior expected of students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion. Board Policy 5144.1 is included in the Appendix.

There have been 0 expulsions in the history of Happy Valley and there have been 5 suspensions in five years.

Procedures to Notify Teachers of Dangerous Pupils – BP 5148

As documented in Board Policy 5148, the Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom. Board Policy 5148 is included in the Appendix.

Nondiscrimination/Harassment Policy – BP 5145.3

As documented in Board Policy 5145.3, the Board of Education desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and/or bullying of any student, based on actual or perceived characteristics of race or ethnicity, color, nationality, national origin, ethnic group identification, age, religion, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. Board Policy 5145.3 is included in the Appendix.

Strategies and programs unique to Happy Valley Elementary School that provide a safe school environment for all students, including specifically for LGBTQ students.

There is information in the Parent Handbook regarding bullying and harassment. Student leadership includes Student Council, the Peace Patrol who support students at recess, and the Green Team.

Dress Code – BP 5132

As documented in Board Policy 5132, the Board of Education believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process. Students are prohibited from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Board Policy 5132 is included in the Appendix.

Students follow the dress code that is outlined in the Parent/ Student Handbook.

Rules and Procedures for School Discipline – BP 5144

As documented in Board Policy 5144, the Board of Education is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

Code of Conduct and Procedures and Rules are outlined in the Parent Student Handbook as well as reviewed by the classroom teachers and reviewed at Back to School Night

Bullying Prevention – BP 5131.2

As documented in Board Policy 5131.2, the Board of Education is committed to creating a safe learning and working environment for all students and employees. The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or groups of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel. Board Policy 5131.2 is included in the Appendix.

Strategies and programs unique to Happy Valley Elementary School that prevent bullying for all students, including specifically for LGBTQ students.

PeaceBuilders and Sanford Harmony Social Emotional Program

Positive School Climate – BP 5137

As documented in Board Policy 5137, the Board of Education desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which all students can feel safe and take pride in their school and their achievements. The school environment should be characterized by positive interpersonal relationships among students and between students and staff.

The district's curriculum shall include age-appropriate character education which includes, but is not limited to, the principles of equality, human dignity, mutual respect, fairness, honesty, and citizenship. The Superintendent or designee may develop other strategies to enhance students' feelings of connectedness with the schools, such as campus beautification projects, graffiti removal, development of extracurricular activities and after-school programs, pairing of adult mentors with individual students, recognition of student achievement, and encouragement of strong family and community involvement in the schools. Board Policy 5137 is included in the Appendix.

Sanford Harmony Social Emotional program was implemented at Happy Valley in 2017. Since that time, we have implemented PeaceBuilders program that is used in class each and every day. Students read a pledge in their classrooms each day about how they can be a peace builder. There are peace paths in each classroom that children can navigate if they get into conflicts. There is a peace bench on the play ground where a child can sit if they need a friend or help.

Describe strategies and programs that this school uses to promote a positive school climate here:

Teachers were trained in the PeaceBuilders program. There are several themes that the teachers teach in class and then reinforce on the playground and at monthly assemblies. The themes are: Praise People, Give up put-downs, Seek Wise People, Notice Hurts, Right Wrongs, Help others. There is also a focused characteristic each month.

Describe roles and responsibilities of mental health professionals, school counselors, and school resource officers in these strategies and programs, if applicable.

Happy Valley does not have any of the above mentioned personnel. Happy Valley contracts with a Mental Health counselor.

Strategies and programs unique to Happy Valley Elementary School that create a positive school climate for all students, including specifically for LGBTQ students.

PeaceBuilders, Sanford Harmony

Uniform Complaint Procedure – BP 1312.3

As documented in Board Policy 5137, the Board of Education recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation. Board Policy 1312.3 is included in the Appendix.

Strategies and programs unique to Happy Valley Elementary School that encourage early resolution of complaints for all students, including specifically for LGBTQ students.

Peacebuilders, Sanford Harmony, Code of Conduct and rules and procedures. Also, Ed. code 48900

Protocols to Address Mental Health Care of Pupils Who Have Witnessed a Violent Act

Pupils who have witnessed a violent act at school or at a school-sponsored activity, while going to or coming from school or a school sponsored activity, or during a lunch period on or off campus, will need attention to address their mental health. Witnessing violence and being a victim of violence at school have been found both positively and significantly associated with child psychological trauma symptoms and self-reported violent behavior, even after controlling for the

effects of various demographic factors. Serious emotional and behavioral consequences can occur for students who are merely witnesses to violence (Flannery, D. J., Wester, K. L., & Singer, M. I., 2004).

Describe protocols for reporting incidents and referring students for mental health care

Students who are experiencing mental health or social issues are referred to our Mental Health counselor.

Procedures for Safe Ingress and Egress of Pupils, Parents, and School Employees to and from school

In an effort to assure the safety and welfare of students, parents, and visitors to Happy Valley Elementary School, the following procedures should be followed when traveling to and from the school site:

- Daily Bus Drop-off & Pick-up at School:
- Students Walking to School:
- Students and Adults visiting the school site after hours or on weekends:

There are almost no students who bike or walk to school. Parents drive their children to school in private cars as Happy Valley school is in a rural area. There is no bus transportation. There is a gate that automatically closes at dusk, preventing cars from accessing the campus after hours.

Standard Command Response for Schools Protocol

Purpose of ISCRS:

- Standardizes and shares a common group of clear, initial responses applicable to a broad variety of K-12 school environments.
- Provides four (4) limited and unambiguous protocols in a standardized framework which each school, school district, and surrounding community can easily incorporate into their respective school and/or jurisdictional Emergency Operations Plans (EOP).
- Offers distinct operational procedure(s) that may be enacted in series or succession.
- Accounts for the “in Loco Parentis” responsibilities of school staff, i.e., the legal and ethical responsibility to “stand in the place of the parents” for a child.
- Acknowledges the mobile nature of modern education and student populations.
- Allows for sustainability by providing free training and materials.
- Draws from familiar procedures (examples: Run/Hide/Fight, Avoid/Deny/Defend, CRASE etc), existing training/experience, and prevalent lessons learned from past school-related emergencies.
- Strengthens partnerships among school communities and first responders to build and enhance a culture of safety and preparedness.
- NOTE: ISCRS has been designed for schools and doesn’t impact or alter police/fire response.

Santa Cruz Standard Command Response for Schools Protocol:

The approach to training schools on the Santa Cruz Standard Command Responses for Schools focuses on training for administrators, teachers and students for the IMMEDIATE response to a threat and/or hazard. The command responses can be enacted in series or succession. The command responses focus on the following:

EVACUATION

- Removing students and staff from dangerous situations inside a building.
- Staff are expected to be aware of their surroundings and make decisions based on active awareness of circumstances
- Movement must be safe, controlled and intentional.

REVERSE EVACUATION

- Removing students and staff from dangerous situations outside a building.
- This command response can be used for the following: Dangers on the playground or outside, Law enforcement activity or other emergencies.
- Instituted at the discretion of the principal/designee for any situation that poses a threat to the life safety of students, staff or visitors.

HALLCHECK

- Detecting and protecting from potential threats or other emergencies while continuing instruction
- Procedure for responding to lower level threat/emergencies inside a school o Focus on a high level of active awareness
- Examples of when this command response would be used:

Disruptive person,
unknown person on campus,
out of control student,
medical issue or

Any other unknown situation in and/or around a school building.

LOCKDOWN - MOVE/SECURE/DEFEND

- Procedures for staff and students to respond to an imminent threat or active violence inside a school.
- Options based approach that allows each individual to process information and make a decision.

Move-Secure-Defend – Quick Reference

The Move-Secure-Defend model describes protective actions taken by teachers and staff (school stakeholders) to keep students safe while executing a Lockdown protocol. The Move-Secure-Defend model is an options-based approach. Teachers and staff are entrusted to act in the safest manner for themselves and their students. They are authorized to adapt based on situational awareness (active awareness). Situational Awareness is the use of your senses – stop, look, listen, smell, and feel, in order to gather information and then act as warranted (informed decisions).

Move- Move away from danger to a place of safety using intentional movements.

- Have a specific safe location as the goal of your movement.
- Move with intention and purpose from transition point to transition point (e.g., classroom to doorway, doorway to hall intersection, etc.).
- Stop at each transition point and reassess – proceed if reasonable, adapt if necessary. Safety, not speed, is the goal.

Secure- Secure spaces quickly and completely with an emphasis on preventing entry. Note: securing your space generally is the safest option.

- School staff will secure classrooms by locking the door and may include barricading the entrance.
- Once secured, occupants of the room may be moved to designated safe areas in the room away from views from interior hallways and windows.
- Occupants of a classroom should look for cover (preferred) or concealment. Cover is behind something that can stop bullets. In addition to concealing you, it provides protection from being shot. Concealment is being behind something that prevents a bad guy from seeing you but won't stop bullets. You can't be seen, but you are still vulnerable.
- Close interior window coverings, if practicable and safe.
- If in a common space move to available securable space and secure it.
- If securable space is not readily available, move with students out of the building to the predesignated off-site location.
- If outside the building, at the initiation of a lockdown, move to the predetermined offsite location.
- Do not open secured doors until it is opened by responders or the designated all clear signal has been given.

Defend- Defend aggressively as your life may depend on it. Defense should be the last available option, but once started incapacitation of the shooter is the goal. Use pre-planned or improvised weapons to assist in the defense of yourself or others, e.g., a bat, golf club, fire extinguisher, etc.

Instructional Continuity Plan

"an instructional continuity plan to establish communication with pupils and their families and provide instruction to pupils when in-person instruction is disrupted due to an emergency.... The plan shall include all the following:

(i) Procedures for pupil engagement, as soon as practicable, and no later than five calendar days following the emergency. Procedures shall be designed to establish two-way communication with pupils and their families and identify and provide support for pupils' social-emotional, mental health, and academic needs.

As soon as possible and within five days following an emergency, Happy Valley will communicate with families and students through various modes of communication. We will have district/countywide communication come from our superintendent or designee, who will email/send through our communication application. This countywide communication will cover updates regarding the emergency and available student and family support offered throughout the county. Specifically, these communications will include any necessary details regarding shelter, food banks, and mental health resources. We will reach out directly to students and families to establish two way communication to ensure all families are connected to school and aware of the communication and resources being offered countywide.

Through this communication, school teams will establish a feasible mode of academic engagement during this time.

(ii) A plan to provide access to in-person instruction or remote instruction pursuant to Sections 51747 and 51749.5, as soon as practicable, but no later than 10 instructional days following the emergency. The plan may include support to pupils and families to enroll in or be temporarily reassigned to another school district, county office of education, or charter school."

In-person or Remote Instruction:

As soon as possible and within 10 instructional days, students and families will have access to either in-person or remote instruction. We have prepared independent studies/remote instruction packets both online or paper-based that can be tailored for individual students. Families will have the opportunity to participate in in-person instruction at school if possible. Our Resource Teachers will also check in with their students and provide support for students with IEPs. Every effort will be made to continue special education services during emergencies. During this time both district/countywide and site-based communication outlined above will continue.

Adaptations for Students with Disabilities

Classrooms have an aide in the room for 3.75 hours a day and they will assist a student with disabilities as needed. Students with disabilities that require assistants will also be assigned a buddy who can assist with evacuation and help with supporting the student if needed.

Response Procedures for Dangerous, Violent, or Unlawful Activity

See Section 5.17

Appendix

Board Policy 5141.4 Child Abuse Prevention and Reporting

Board Policy 3516 Emergencies and Disaster Preparedness

Board Policy 5144.1 Suspension and Expulsion/Due Process

Board Policy 4158 Employee Security/Teacher Notification

Board Policy 5145.3 Nondiscrimination/Harassment

Board Policy 5132 Dress and Grooming

Board Policy 5144 Discipline

Board Policy 5131.2 Bullying Prevention

Board Policy 5137 Positive School Climate

Board Policy 1312.3 Uniform Complaint Procedure

Policy 5141.4: Child Abuse Prevention And Reporting

Status: ADOPTED

Original Adopted Date: 03/11/2015 | **Last Revised Date:** 07/21/2021 | **Last Reviewed Date:** 07/21/2021

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5)

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)

Policy 3516: Emergencies And Disaster Preparedness Plan

Status: ADOPTED

Original Adopted Date: 06/20/2018 | **Last Revised Date:** 05/08/2024 | **Last Reviewed Date:** 05/08/2024

The Governing Board recognizes that all district staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and threats of disaster. The district shall take all reasonable steps to prevent and/or mitigate the impact of a disaster on district students, staff, and schools.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act, the federal Individuals with Disabilities Education Act, and Section 504 of the federal Rehabilitation Act of 1973. Such procedures shall be incorporated into the comprehensive school safety plan. (Education Code 32282)

In developing the disaster preparedness plan, the Superintendent or designee shall involve district staff at all levels, including administrators, school psychologists, counselors, school nurses, teachers, and classified employees. As appropriate, the Superintendent shall also collaborate with law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.

The plan shall comply with state-approved Standardized Emergency Management System (SEMS) guidelines established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.

The Superintendent or designee shall provide training to employees regarding their responsibilities, including periodic drills and exercises to test and refine staff's responsiveness in the event of an emergency.

The Board shall grant the use of school buildings, grounds, and equipment to public agencies, including the American Red Cross, for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The Board shall cooperate with such agencies in furnishing and maintaining whatever services the district may deem necessary to meet the community's needs. (Education Code 32282)

District employees are considered disaster service workers and are subject to disaster service activities assigned to them. (Government Code 3100)

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 11/14/2018 | **Last Revised Date:** 10/09/2024 | **Last Reviewed Date:** 10/09/2024

The Governing Board desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in Items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled based solely on a student's truancy, tardiness, or absenteeism from assigned school activities. (Education Code 48900)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student

found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 287, 288, or 289, or former 288a, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting. (Education Code 48918(j))

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled or unenrolled except under limited circumstances in accordance with Education Code 8489.1 and as specified in Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording the students due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Policy 4158: Employee Security

Status: ADOPTED

Original Adopted Date: 06/20/2018 | **Last Revised Date:** 07/21/2021 | **Last Reviewed Date:** 07/21/2021

The Governing Board desires to provide a safe and orderly work environment for all employees. As part of the district's comprehensive safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for providing necessary assistance and support when emergency situations occur.

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions.

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of the employee's duties. (Education Code 48904, 48905)

The Superintendent or designee shall provide staff development in crisis prevention and intervention techniques, which may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

In accordance with law, the Superintendent or designee shall inform teachers, administrators, and/or counselors of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

The Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms, and classrooms, communication devices that would enable two-way communication with law enforcement and others when emergencies occur.

Use of Pepper Spray

Employees shall not carry or possess pepper spray on school property or at school activities except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

Employees shall take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. Employees shall exercise their best judgment as to the potential danger involved and shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately call 911 and the principal

When informing the principal about the possession or seizure of a weapon or dangerous device, an employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 06/20/2018 | **Last Revised Date:** 09/11/2024 | **Last Reviewed Date:** 09/11/2024

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, of any student by anyone, based on the student's actual or perceived race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; parental, marital, and family status; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or genetic information; or, association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates, participates, or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or

bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sex discrimination, including sex-based harassment, under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Policy 5145.3: Nondiscrimination/Harassment

Status: ADOPTED

Original Adopted Date: 06/20/2018 | Last Revised Date: 09/11/2024 | Last Reviewed Date: 09/11/2024

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, of any student by anyone, based on the student's actual or perceived race; color; ancestry; nationality; national origin; immigration status; ethnic group identification; ethnicity; age; religion; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; parental, marital, and family status; physical or mental disability; medical condition; sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; or genetic information; or, association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination could occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates, participates, or refuses to participate in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6; 34 CFR 106.8)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or

bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

When a student has been suspended, or other means of correction have been implemented against the student for an incident of racist bullying, harassment, or intimidation, the principal or designee shall engage both the victim and perpetrator in a restorative justice practice suitable to the needs of the students. The principal or designee shall also require the perpetrator to engage in a culturally sensitive program that promotes racial justice and equity and combats racism and ignorance and shall regularly check on the victim to ensure that the victim is not in danger of suffering from any long-lasting mental health issues. (Education Code 48900.5)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures, when required by law. However, complaints alleging sex discrimination, including sex-based harassment, under Title IX shall be investigated and resolved in accordance with the procedures specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

Policy 5132: Dress And Grooming

Status: ADOPTED

Original Adopted Date: 06/16/2019 | **Last Revised Date:** 11/13/2019

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to wear clothing that is suitable for the school activities in which they participate. Students shall not wear clothing that presents a health or safety hazard or causes a substantial disruption to the educational program.

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

In addition, the dress code shall not discriminate against students based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Education Code 212.1)

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size.

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

Gang-Related Apparel

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a proposed dress code shall be presented to the Board, which shall approve the plan upon determining that it is necessary to protect the health and safety of the school environment. The dress code policy may be included in the school's comprehensive safety plan. (Education Code 35183)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics.

Uniforms

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

The Superintendent/Principal or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent/Principal or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. (Education Code 35183)

Policy 5144: Discipline

Status: ADOPTED

Original Adopted Date: 02/20/2019 | **Last Revised Date:** 05/08/2024 | **Last Reviewed Date:** 05/08/2024

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and responding appropriately to student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies for responding to student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

A student shall not be denied recess unless the student's participation poses an immediate threat to the physical safety of the student or to the physical safety of one or more of the student's peers. If, due to such immediate threat, a student is denied recess, staff shall make all reasonable efforts to resolve the threat and minimize the student's exclusion from recess, to the greatest extent practicable. (Education Code 49056)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The principal or designee at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and administrative regulations. The Board, at an open meeting, may review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

At all times, the safety of students and staff, providing interventions and supports to students, as well as the maintenance of an orderly school environment, shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate support and/or discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and

parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the Superintendent or designee may report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Policy 5131.2: Bullying

Status: ADOPTED

Original Adopted Date: 06/16/2019 | **Last Revised Date:** 01/17/2024 | **Last Reviewed Date:** 01/17/2024

This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide a welcoming, safe, and supportive school environment that protects students from physical, mental, and emotional harm. No individual or group shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in Administrative Regulation 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

District families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Policy 5137: Positive School Climate

Status: ADOPTED

Original Adopted Date: 09/09/2009

The Board of Trustees desires to enhance student learning by providing an orderly, caring, and nurturing educational and social environment in which all students can feel safe and take pride in their school and their achievements. The school environment should be characterized by positive interpersonal relationships among students and between students and staff.

All staff are expected to serve as role models for students by demonstrating positive, professional attitudes and respect toward each student and other staff members. Teachers shall use effective classroom management techniques based on clear expectations for student behavior.

Staff shall consistently enforce Board policies and regulations which establish rules for appropriate student conduct, including prohibitions against bullying, cyberbullying, harassment of students, hazing, other violence or threats of violence against students and staff, and drug, alcohol, and tobacco use.

The district's curriculum shall include age-appropriate character education which includes, but is not limited to, the principles of equality, human dignity, mutual respect, fairness, honesty, and citizenship. Teachers are encouraged to employ cooperative learning strategies that foster positive interactions in the classroom among students from diverse backgrounds.

The Superintendent/Principal or designee may develop other strategies to enhance students' feelings of connectedness with the schools, such as campus beautification projects, graffiti removal, development of extracurricular activities and after-school programs, pairing of adult mentors with individual students, recognition of student achievement, and encouragement of strong family and community involvement in the schools.

Students shall have opportunities to voice their concerns about school policies and practices and to share responsibility for solving problems that affect their school.

The school shall promote nonviolent conflict resolution techniques in order to encourage attitudes and behaviors that foster harmonious relations. As part of this effort, students shall be taught the skills necessary to reduce violence, including communication skills, anger management, bias reduction, and mediation skills.

Staff shall receive professional development designed to improve classroom management, conflict resolution techniques, and communications with students and parents/guardians including persons of diverse backgrounds.

Policy 1312.3: Uniform Complaint Procedures

Status: ADOPTED

Original Adopted Date: 04/17/2019 | **Last Revised Date:** 09/11/2024 | **Last Reviewed Date:** 09/11/2024

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:

1. Accommodations for pregnant and parenting students (Education Code 46015)
2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)
3. After School Education and Safety programs (Education Code 8482-8484.65)
4. Agricultural career technical education (Education Code 52460-52462)
5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)
6. Child care and development programs (Education Code 8200-8488)
7. Compensatory education (Education Code 54400)
8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)
9. Course periods without educational content (Education Code 51228.1-51228.3)
10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on a person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, physical or mental disability, medical condition, or genetic information; any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55; or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

Discrimination includes, but is not limited to, the Board's refusal to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library, on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, discrimination includes, but is not limited to, the Board's adoption or approval of use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library if the use would subject a student to unlawful discrimination pursuant to Education Code 220. A complaint alleging such unlawful discrimination may, in addition to or in lieu of being filed with the district, be directly filed with the Superintendent of Public Instruction (SPI). (Education Code 243, 244)

The UCP shall not be used to investigate and resolve employment discrimination complaints. (5 CCR 4611)

11. Educational and graduation requirements for students in foster care, students experiencing homelessness, students from military families, students formerly in a juvenile court school, students who are migratory, and newcomer students (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)
12. Every Student Succeeds Act (Education Code 52059.5; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)
14. Migrant education (Education Code 54440-54445)
15. Physical education instructional minutes (Education Code 51210, 51222, 51223)
16. Student fees (Education Code 49010-49013)
17. Reasonable accommodations to a lactating student (Education Code 222)
18. Regional occupational centers and programs (Education Code 52300-52334.7)
19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)
20. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)
21. State preschool programs (Education Code 8207-8225)
22. State preschool health and safety issues in license-exempt programs (Education Code 8212)
23. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
24. Any other state or federal educational program the SPI or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with federal, state, and local laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency (5 CCR 4611)
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services (5 CCR 4611)

3. Any complaint alleging that a student, while in an education program or activity, was subjected to conduct known to the district that may reasonably constitute sex discrimination under Title IX, including sex-based harassment, as defined in 34 CFR 106.2

Discrimination on the basis of sex includes sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy, or lactation, including related medical conditions or recovery; and parental, marital, and family status. Such a complaint shall be addressed through the federal Title IX complaint procedures adopted pursuant to 34 CFR 106.44-106.45, as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures. (34 CFR 106.2, 106.10, 106.11, 106.44)

4. Except for complaints alleging sex discrimination, including sex-based harassment, any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in Administrative Regulation 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Civil Rights Department

Employment complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved as specified in 34 CFR 106.44 and 106.45 and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

5. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education (FAPE), failure or refusal to implement a due process hearing order to which the district is subject, or a physical safety concern that interferes with the district's provision of FAPE shall be submitted to the California Department of Education (CDE) in accordance with Administrative Regulation 6159.1 - Procedural Safeguards and Complaints for Special Education (5 CCR 3200-3205)
 6. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15580-15584)
 7. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with Board Policy 3555 - Nutrition Program Compliance (5 CCR 15582)
 8. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures (Education Code 35186)
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**QUARTERLY DISTRICT STATUS REPORT OF UNIFORM COMPLAINTS
TO THE COUNTY SUPERINTENDENT OF SCHOOLS
QUARTER ENDED December 31, 2024**

DISTRICT: Happy Valley Elementary **Date Reported to District Governing Board** February 12, 2025

I. INSTRUCTIONAL MATERIALS

A) Insufficient text books or instructional materials in classroom:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

B) Insufficient textbooks or instructional materials to take home:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

C) Textbooks or instructional materials in poor or unusable condition:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

II. TEACHER VACANCY OR MISASSIGNMENT

A) No assigned certified teacher at beginning of semester:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

B) Teacher lacking credentials or training to teach English Language Learners (ELL) with More than 20% ELL in class:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

D) Teacher instructing class lacking subject matter competency:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

III. FACILITIES

A) Conditions pose an emergency or urgent threat to the health or safety of students/staff:

# of Complaints	# of Complaints Resolved	# of Complaints Unresolved*
0	0	0

• **Explanation:** _____

EXHIBIT B
BEFORE THE BOARD OF TRUSTEES OF THE
HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA

RESOLUTION NO. 24-25-04

In the Matter of the Decision)	RESOLUTION TO RELEASE
To Release Temporary)	TEMPORARY CERTIFICATED
<u>Certificated Employees</u>)	EMPLOYEES

WHEREAS, the Board of Trustees is authorized under Education Code section 44954(b) to give, at any time before the end of the current school year, a notice of release for the succeeding school year to any temporary certificated employee who has served during one school year at least seventy-five percent (75%) of the number of days the regular schools of the District are maintained;

WHEREAS, the employees listed in Attachment "A" are temporary certificated employees who have served or will serve during one school year at least seventy-five percent (75%) of the number of days the regular schools of the District are maintained;

WHEREAS, the Board of Trustees has received a recommendation from the District Superintendent or other appropriate District administrator(s) to release the temporary employees listed in Attachment "A"; and

WHEREAS, the Board of Trustees has discussed the recommendation made by the administration and concurs in said recommendation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees determines that the employees listed in Attachment "A" shall be released from employment at the end of the current

school year and hereby authorizes the District Superintendent or the Superintendent's designee to give notice, in accordance with the requirements of Education Code section 44954(b), to such employees of the Board of Trustees' decision to release them. The District Superintendent or the Superintendent's designee is further authorized to take any other actions necessary to effect the intent of this Resolution.

This Resolution was adopted at a meeting of the Board of Trustees of the Happy Valley Elementary School District held on February 12, 2025.

AYES: _____

NOES: _____

ABSENT: _____

President, Board of Trustees

I, _____, Clerk of the Board of Trustees of this school district, do hereby certify that the foregoing resolution was regularly introduced, passed, and adopted by the Board of Trustees at its meeting held on February 12, 2025.

Clerk, Board of Trustees

ATTACHMENT "A"

HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT

**RELEASE OF TEMPORARY CERTIFICATED
EMPLOYEES**

1. Employee ID #167 HRLY Intervention Teacher

January 22, 2025

Dear Michelle Stewart,

During the school year 2020-2021, I was volunteering in my son's class at Gault Elementary, teaching math to his Special Education Students. Then, Covid hit and I could no longer volunteer. I was offered the opportunity to work at Happy Valley as the Resource Specialist, providing services on Zoom. I had worked with Michelle McKinney years before in the SLVUSD, and wanted to do something to help during that difficult time, so I took the job. I assumed I would only work for one year.

That year ended, and then I was presented with the opportunity to work with Michelle Stewart. I couldn't turn that down! Michelle and I were familiar with each other through mutual friends, and my working at Vine Hill Elementary as an art teacher.

My approach to Special Education teaching is to support students in classrooms, as well as pulling them out for intensive instruction. This helps them stay integrated in the classroom curriculum, while working on specific IEP goals. Teachers at Happy Valley have been very supportive, and are so easy to collaborate with. I have been welcomed in every classroom, and have felt support from teachers and administration as well.

Last year I found out that I would have to take more classes to clear the RSP Certificate needed to continue in this position, and paid for the emergency credential needed to continue. I do not intend to enroll in the necessary classes, and am deciding, instead, to resign from the position.

I am very grateful to have had this opportunity to be part of the Happy Valley community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melinda Vahradian', with a long horizontal flourish extending to the right.

Melinda Vahradian

Ket Conway
607 Maple Street
Aptos, CA. 95003
(831)588-9724
ketconway@gmail.com

January 24, 2025

Dear Ms. Stewart, Happy Valley School & Board Members,

It will be 18 years since I began the Music/Art teaching position at Happy Valley Elementary School. This will be my last year and I will officially retire after the last day of this school year on May 30, 2025.

During my time at Happy Valley School I have been in charge of music and art education for many fine Happy Valley Students. I am proud of the unique ukulele curriculum that I created for our students and I appreciate that Chris McGriff brought me in as their instigator. His enthusiasm for ukulele gave me in 2007 a fresh set of 30 + ukuleles. He strategically hung them above our art supplies (in the art/music room) to keep them from getting damaged. From his initial care sprouted our ukulele program that has given students an entryway into stringed instruments. The joy of making ukulele music, with xylophone and movement has only gotten better over the years. The learning of ukulele at our school has gone far beyond the instruction of ukulele at other elementary schools. Our students should feel proud of how they are beginning to learn the complexities of a stringed instrument and music in general.

Art has been my background forever and I've always known the natural attraction of making things. With my commercial & fine art background I have been able to distill and convey the love of visual art to Happy Valley students. It's been a pleasure to recognize their innate artistic ability and to have them produce some artwork of the highest caliber even for elementary school level.

Over the past years I have found it curious that my teaching career took a reverse order. I started with being a commercial artist & high school AP art teacher. My teaching career evolved over the years into encouraging, understanding and providing a safe learning environment for young artists/musicians in primary school. Throughout this time the driving factor has always been the joy I've known in "The Arts". The passing of that joy to students has become a major part of me. Seeing young children make art & music of their own has made me successful because I know that through the arts many of our emotional needs as humans can be fulfilled.

I will miss the many friends I have made at Happy Valley School: teachers, staff, parents & board members. The people in education are simply the best. I rarely meet an educator, staff or administrator I do not like or I am not in awe of. The running of a school is a miraculous concept where everyone is encouraged to find themselves while learning to get along with one another.

Happy Valley Elementary, like many schools, rarely has resources that align with what staff are expected to do. The best schools are able to make magic happen, despite the discrepancy. My colleagues at Happy Valley Elementary School are exemplary staff, teachers and humans. They know how to make magic happen (no matter the situation) and they are creating a fine generation of young people. I am thankful for being part of this staff and receiving their positivity and humor along this teaching journey.

After retirement my plans are to travel a bit more, to create more art and play more music. Don't don't be surprised if I am still working and creating in our community or around schools. I know creativity and the happiness it brings is in my bones and there is still much left for me to do.

Sincerely,
Ket Conway

*Ket Conway
(Katharine Tom Conway)*

**HAPPY VALLEY ELEMENTARY SCHOOL DISTRICT
2025-2026 SCHOOL CALENDAR
Revised**

					JULY 2025						JANUARY 2026
M	T	W	T	F		M	T	W	T	F	
	1	2	3	4	July 4 - Independence Day				1	2	Jan 1-2- Winter Break
7	8	9	10	11		5	6	7	8	9	
14	15	16	17	18		12	13	14	15	16	
21	22	23	24	25		19	20	21	22	23	Jan 19- M.L. King Jr. Day
28	29	30	31			26	27	28	29	30	19 Instructional Days
					AUGUST 2025						FEBRUARY 2026
M	T	W	T	F		M	T	W	T	F	
				1		2	3	4	5	6	
4	5	6	7	8	Aug 8,11&12 - Teacher Workdays	9	10	11	12	13	Feb 13- Lincoln Holiday (observed)
11	12	13	14	15	Aug 13- First Day of School	16	17	18	19	20	Feb.16- Presidents' Holiday
18	19	20	21	22		23	24	25	26	27	Feb 25- End of Second Trimester
25	26	27	28	29	13 Instructional Days						18 Instructional Days
					SEPTEMBER 2025						MARCH 2026
M	T	W	T	F		M	T	W	T	F	
1	2	3	4	5	Sept 1- Labor Day	2	3	4	5	6	
8	9	10	11	12		9	10	11	12	13	
15	16	17	18	19		16	17	18	19	20	March 16- Staff Development Day/No School
22	23	24	25	26		23	24	25	26	27	
29	30				21 Instructional Days	30	31				21 Instructional Days
					OCTOBER 2025						APRIL 2026
M	T	W	T	F		M	T	W	T	F	
		1	2	3				1	2	3	
6	7	8	9	10		6	7	8	9	10	Apr. 6 - Apr. 10- Spring Break
13	14	15	16	17	Oct. 13- Staff Development Day/No School	13	14	15	16	17	
20	21	22	23	24		20	21	22	23	24	
27	28	29	30	31	22 Instructional Days	27	28	29	30		17 Instructional Days
					NOVEMBER 2025						MAY 2026
M	T	W	T	F		M	T	W	T	F	
3	4	5	6	7	Nov.6-End of 1st Trimester					1	
10	11	12	13	14	Nov. 11- Veterans Day	4	5	6	7	8	
17*	18*	19*	20*	21*	Nov. 17-21* Par/Teach Conf-Early Release	11	12	13	14	15	May 25 -Memorial Day
24	25	26	27	28	Nov. 24-28- Thanksgiving Break	18	19	20	21	22	May 29-Last Day of School
					14 Instructional Days	25	26	27	28	29	20 Instructional Days
					DECEMBER 2025						JUNE 2026
M	T	W	T	F		M	T	W	T	F	
1	2	3	4	5		1	2	3	4	5	
8	9	10	11	12		8	9	10	11	12	
15	16	17	18	19		15	16	17	18	19	June 19th-Juneteenth Day
22	23	24	25	26	Dec 22-Jan 2- Winter Break	22	23	24	25	26	
29	30	31			15 Instructional Days	29	30				

Grades TK-6th are dismissed at 12:30pm every Friday (our restructured day) and on early release days.

○ First/Last day of school *Parent/Teacher conferences

Student Days 180, Teacher Contract Days 185



REQUIRES BOARD ACTION

January 31, 2025
MEMORANDUM

To: CSBA Member Boards and Odd-numbered County Board Presidents and Superintendents
From: Dr. Bettye Lusk, CSBA President
Re: 2025 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 17**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 17, 2025.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district or county office must be clearly printed in the space provided.

The ballot must be signed by the Board President, Board Clerk, or Superintendent as a designee of the board, and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's or county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked on or before April 30. Results will be published by May 11, 2025.

For County Boards of Education Only:

Per Standing Rule 52, in regions with more than one county, each county board of education has one vote to elect the county board member who represents the county board(s) in the region in the Delegate Assembly. One-county regions will appoint the county Delegate. Your county board may vote for only one candidate to fill the Delegate position representing the county boards within your region. Enclosed is the ballot material for election to CSBA's Delegate Assembly of the county board representative from your region. It consists of 1) the ballot (on GREEN paper) listing the candidates, the reverse side of which contains the name of the current member of the Delegate Assembly representing the county boards in your region; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, also provided is a copy of the ballot on white paper to include with your board

agenda. **Only the ballot on GREEN paper is to be completed and returned to CSBA. Like the ballot on red paper for the other Delegate seats in your region, it must be postmarked by the U.S. Post Office on or before Monday, March 17, 2025.**

The ballot on GREEN paper must be signed by the Board President, Board Clerk, or by the County Superintendent, as a designee of the board, and returned in the enclosed envelope. If the envelope is misplaced, you may use your county office's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by April 30. The results for the county board seat in each region will also be published by May 11, 2025.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2025 – March 31, 2027. The next meeting of the Delegate Assembly takes place on Saturday, May 17 and Sunday, May 18, 2025. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
 Ballot on green paper and watermarked "copy" of ballot on white paper
 List of all current Delegates on reverse side of ballot
 Candidate(s)' required Biographical Sketch Forms and optional resumes
 CSBA-addressed envelope to send back ballots

REGION 9 – 8 Delegates (8 elected)

Director: Roger Snyder (Scotts Valley USD)

Below is a list of all elected or appointed Delegates from this Region.

***Please note as of 2025, subregion 9A will have 1 loss of an elected seat**

Subregion 9-A (San Benito, Santa Cruz)

Mark Becker (San Lorenzo Valley USD), term expires 2025

Patricia Nehme (San Benito HSD), term expires 2026

Vacant, term expires 2026

Subregion 9-B (Monterey)

David Kong (Greenfield Union SD), 2025

Veronica (Ronnie) Miramontes (Monterey Peninsula USD), term expires 2026

Subregion 9-C (San Luis Obispo)

Mark Buchman (San Luis Coastal USD), term expires 2026

Vacant, term expires 2025

County Delegate:

Vacant, term expires 2025

Counties

San Benito, Santa Cruz (Subregion A)

Monterey (Subregion B)

San Luis Obispo (Subregion C)

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **MONDAY, MARCH 17, 2025**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2025 DELEGATE ASSEMBLY BALLOT
SUBREGION 9-A
(San Benito and Santa Cruz Counties)

Number of seats: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2025 - March 31, 2027

**denotes incumbent*

Mark Becker (San Lorenzo Valley USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

ReqPay12d

Board Report

Checks Dated 01/01/2025 through 01/31/2025

Check Number	Check Date	Pay to the Order of	FF-RRRR-Y-GGGG-FFFF-0000-SSS-MMM	Comment	Expensed Amount	Check Amount
1087395	01/06/2025	ABRITE	01-6500-0-5760-1190-5100-200-1304	SPED AIDE NOVEMBER		6,489.75
1087396	01/06/2025	ACE PORTABLE SERVICES	01-0000-0-0000-8100-5514-200-2801	NOVEMBER PORTABLE TOILETS PORTABLE TOILETS	1,363.22	2,726.44
1087397	01/06/2025	BAY COMMUNICATIONS	35-9719-0-0000-8500-5800-200-0000	MODERNIZATION PHONE LINES TO OFFICE		285.00
1087398	01/06/2025	BOWIE, CRAIG	01-9009-0-1110-1000-5800-200-0PLL	GARDEN COORDINATOR DECEMBER		1,440.00
1087399	01/06/2025	CARLY PERLMAN	01-0700-0-1110-1000-5800-200-2801	COUNSELING	845.00	
1087400	01/06/2025	CONEXWEST	01-3327-0-5760-3120-5800-200-1320	COUNSELING	195.00	1,040.00
1087401	01/06/2025	CUNNINGHAM, GARY	35-9719-0-0000-8500-5600-200-0000	MODERNIZATION STORAGE		130.01
1087402	01/06/2025	DASSEL'S PETROLEUM	01-9009-0-1110-1000-5800-200-MURT	WINTER CONCERT ACCOMPANIMENT SERVICE		100.00
1087403	01/06/2025	Lynd, Paige L	01-0000-0-0000-8100-5511-200-2801	PROPANE	745.43	
1087404	01/06/2025	MRC SMART TECHNOLOGY SOLUTIONS	01-2600-0-0000-8100-5511-200-0000	PROPANE	248.47	993.90
1087405	01/06/2025	PACIFIC GAS & ELECTRIC	01-0000-0-0000-7200-5200-200-2801	MILEAGE REIMBURSEMENT		93.80
			01-1100-0-0000-7100-5600-200-3000	COPIER USAGE	59.75	
			01-1100-0-0000-7200-5600-200-3000	COPIER USAGE	14.94	
			01-1100-0-1110-1000-5600-200-3000	COPIER USAGE	224.07	298.76
			01-0000-0-0000-8100-5511-200-2801	ELECTRIC	897.60	
				PUMP HOUSE	30.81	
				STREET LIGHT	10.38	
			01-2600-0-0000-8100-5511-200-0000	ELECTRIC	299.20	1,237.99
1087406	01/06/2025	SAN LORENZO LUMBER	01-9009-0-1110-1000-4300-200-0PLL	GARDEN SUPPLIES AND MATERIALS		3.74
1087407	01/06/2025	SANTA CRUZ MUNICIPAL UTILITIES	01-1100-0-0000-8100-4350-200-3000	WATER	38.42	
			01-2600-0-0000-8100-5514-200-0000	WATER	12.80	51.22

ReqPay12d

Board Report

Checks Dated 01/01/2025 through 01/31/2025

Check Number	Check Date	Pay to the Order of	FF-RRRR-Y-GGGG-FFFF-O000-SSS-MMM	Comment	Expensed Amount	Check Amount
1088175	01/06/2025	STAPLES	01-9009-0-1110-1000-4300-200-MURT ART MATERIALS AND SUPPLIES			39.07
1088176	01/13/2025	AT&T	01-0000-0-0000-2700-5900-200-2801 PHONE		125.70	
1088177	01/13/2025	AT&T	01-0000-0-0000-7200-5900-200-2801 PHONE		41.90	167.60
1088178	01/13/2025	BALANCE4KIDS	01-0000-0-0000-2700-5900-200-2801 INTERNET			187.31
1088179	01/13/2025	BLOOM PEDIATRIC OT	01-6500-0-5760-1190-5100-200-1304 ONE ON ONE AIDE FOR MOU DEC			1,472.60
1088180	01/13/2025	Document Tracking Services	01-6500-0-5760-3140-5800-200-1304 DEC OT			1,106.25
1088181	01/13/2025	EMPLOYMENT DEVELOPMENT DEPT	01-0000-0-0000-7200-5800-200-2801 DTS LICENSE			425.00
1088182	01/13/2025	GOOD CLEAN SUN	01- - - - 9515- - SUI QUARTER 4			156.15
1088183	01/13/2025	IXL LEARNING, INC	01-0000-0-0000-8100-5800-200-2801 SOLAR CLEANING			260.00
1088184	01/13/2025	JUAN ROBERTO SERNA	01-0084-0-1110-1000-5800-200-0000 MATH SUB			1,087.50
1088185	01/13/2025	LOMA PRIETA JOINT USD	01-0000-0-0000-8100-5800-200-2801 YARD MAINTENANCE			430.00
1088186	01/13/2025	OHLSEN FOODS	01-0000-0-1110-1000-5808-200-2801 FIELD TRIP TRANS - OSS			540.00
1088187	01/13/2025	Rossi, Angela M	01-0000-0-0000-3700-5800-200-3007 DECEMBER LUNCHES			1,044.00
1088188	01/13/2025	SAN LORENZO LUMBER	01-9009-0-1110-1000-4300-200-RM05 ROOM 5 MATERIALS AND SUPPLIES			228.84
1088189	01/13/2025	SANTA CRUZ MUSEUM OF ART & HIS	01-0000-0-0000-8100-4350-200-2801 YARD MAINT MATERIALS AND SUPPLIES			24.46
1088190	01/13/2025	SC SYSTEMS INC	01-6770-0-1110-1000-5808-200-0000 ROOM 3 FIELD TRIP PROP 28 FUNDS			80.00
	01/13/2025	SISC 3	01-0000-0-0000-8100-5800-200-2801 QUARTERLY FIRE MONITORING			105.00
			01- - - - 9514- - JANUARY MEDICAL			11,331.00

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.

ReqPay12d

Board Report

Checks Dated 01/01/2025 through 01/31/2025

Check Number	Check Date	Pay to the Order of	FF-RRRR-Y-GGGG-FFFF-0000-SSS-MMM	Comment	Expensed Amount	Check Amount
1088191	01/13/2025	US BANK				
			01-0000-0-0000-2700-5900-200-2801	OFFICE SUPPLIES, RM06 SUPPLIES, WEBSITE SUB	99.00	
			01-1100-0-0000-2700-4350-200-3000	OFFICE SUPPLIES, RM06 SUPPLIES, WEBSITE SUB	334.45	
			01-9009-0-1110-1000-4300-200-RM06	OFFICE SUPPLIES, RM06 SUPPLIES, WEBSITE SUB	197.47	630.92
1088904	01/21/2025	BETHEL JANITORIAL SERVICE	01-0000-0-0000-8100-5524-200-2801	JANITORIAL SERVICES	2,000.00	
			01-2600-0-0000-8100-5524-200-0000	JANITORIAL SERVICES	666.67	2,666.67
1088905	01/21/2025	Doolan, Lindsey A				
1088906	01/21/2025	GREENWASTE RECOVERY INC	01-9009-0-1110-1000-4300-200-RM03	ROOM 3 MATERIALS AND SUPPLIES		13.00
1088907	01/21/2025	MARCY COOK MATH	01-0000-0-0000-8100-5523-200-2801	GARBAGE		591.09
1088908	01/21/2025	PACIFIC GAS & ELECTRIC	01-9009-0-1110-1000-4300-200-RM05	ROOM 5 MATERIALS AND SUPPLIES		50.00
1088909	01/21/2025	SANTA CRUZ COUNTY PARKS DEPT	01-0000-0-0000-8100-5511-200-2801	PUMP HOUSE		29.58
1088910	01/21/2025	SMALL SCHOOL DIST. ASSOC.	01-0000-0-0000-7200-5800-200-2801	PARCEL TAX MEASURE F		8.50
1088911	01/21/2025	Tom-Conroy, Katherine E	01-4035-0-0000-2700-5200-200-2356	CONF TITLE II		775.00
1088912	01/21/2025	XEROX CORPORATION	01-9009-0-1110-1000-4300-200-MU02	ART MATERIALS AND SUPPLIES		15.32
			01-1100-0-0000-7100-5600-200-3000	COPER USAGE	8.88	
				COPIER USAGE	4.74	
			01-1100-0-0000-7200-5600-200-3000	COPER USAGE	2.22	
				COPIER USAGE	1.18	
			01-1100-0-1110-1000-5600-200-3000	COPER USAGE	33.29	
				COPIER USAGE	17.77	68.08
1089742	01/27/2025	ABRITE	01-6500-0-5760-1190-5100-200-1304	SPED AIDE		7,370.25
1089743	01/27/2025	DASSEL'S PETROLEUM	01-0000-0-0000-8100-5511-200-2801	PROPANE	665.09	
			01-2600-0-0000-8100-5511-200-0000	PROPANE	221.69	886.78
1089744	01/27/2025	HANCOCK PARK & DELONG, INC	35-9719-0-0000-8500-5800-200-0000	MODERNIZATION FINANCIAL CONSULT		875.00

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ReqPay12d

Board Report

Checks Dated 01/01/2025 through 01/31/2025

Check Number	Check Date	Pay to the Order of	FF-RRRR-Y-GGGG-FFFF-0000-SSS-MMMM	Comment	Expensed Amount	Check Amount
1089745	01/27/2025	PACIFIC GAS & ELECTRIC	01-0000-0-0000-8100-5511-200-2801	ELECTRIC STREET LIGHT	825.07	
1089746	01/27/2025	PolyMenders	01-2600-0-0000-8100-5511-200-0000	ELECTRIC	10.36	1,110.45
1089747	01/27/2025	PROJECT SUPPORT SERVICES, INC	01-0000-0-0000-8100-5800-200-2801	PLAYGROUND SLIDE REPAIR - SAFETY		1,240.00
1089748	01/27/2025	Royer, Kate	01-0000-0-0000-8100-5800-200-2801	DSA CLOSEOUT		481.25
1089749	01/27/2025	SAN LORENZO LUMBER	01-9009-0-1110-1000-4300-200-RM01	ROOM 1 MATERIALS AND SUPPLIES		28.10
1089750	01/27/2025	SANTA CRUZ MUNICIPAL UTILITIES	01-9009-0-1110-1000-4300-200-OPLL	GARDEN MATERIALS AND SUPPLIES		136.99
1089751	01/27/2025	STAPLES	01-0000-0-0000-8100-5514-200-2801	WATER	50.90	
			01-2600-0-0000-8100-5514-200-0000	WATER	16.97	67.87
			01-1100-0-0000-2700-4350-200-3000	COPY PAPER	121.52	
			01-1100-0-0000-7200-4350-200-3000	COPY PAPER	40.50	
			01-1100-0-0000-8100-4350-200-3000	JANITORIAL SUPPLIES	26.90	
			01-9009-0-1110-1000-4300-200-RM05	ROOM 5 MATERIALS AND SUPPLIES	4.66	193.58
1089752	01/27/2025	THE TECH INTERACTIVE	01-9009-0-1110-1000-5808-200-RM01	ROOM 1 & 2 FIELD TRIP	335.38	
			01-9009-0-1110-1000-5808-200-RM02	ROOM 1 & 2 FIELD TRIP	164.62	500.00
				Total Number of Checks	51	51,313.82

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL FUND	48	50,023.81
35	COUNTY SCHOOL FACILITIE:	3	1,290.01
	Total Number of Checks	51	51,313.82
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		51,313.82