



SISC

Self-Insured Schools
of California
Schools Helping Schools

**PROPERTY AND LIABILITY
BOARD OF DIRECTORS MEETING
MAY 15, 2025
10:30 A.M.**

AGENDA

I. Consent Agenda

- A. Approval of Minutes for April 2025 Board of Directors Meeting Dave Ostash
- B. Approval of Payment of Student Insurance Claims in the Amount of \$59,999.59 and Tackle Football Claims in the amount of \$4,906.73 for the Month of April 2025 Dave Ostash

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

II. Public Comment

III. Closed Session- Property and Liability Claims

The board may be required to adjourn to closed session for discussion of matters regarding a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability, authorized by Government Code 54956.95.

District	File Number	Claimant
Bakersfield City School District By Ty Taylor	2025052053	H.A. (a minor) L-SM
Antelope Valley Union High School District By Ty Taylor	2023044768	A.M. (a minor) L-BI
Pioneer Elementary School District By Ryan Bourget	2025054210	Property
Wasco Union High School District By Ryan Bourget	2023047160	Property
San Luis Coastal Unified School District By Ashley Moland	2025054469	ACL
Tulare County Office of Education By Lisa Pitstick	2025054057	Property
Paso Robles Joint Unified School District By Hilda Hankins	2024049115	Josue Baranda Gallardo L-BI
Greenfield Union School District By Hilda Hankins	2024050250	Raamith Smith L-BI

IV. Reconvene To Open Session

A. Reports from Closed Session, if Required

V. Action Items

- A. Report of Property and Liability Claims in the Amount of \$3,456,166.00 for the Month of April 2025 and Ratification of Payment of this Amount Robert Kretzmer

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

- B. Financial Report – Presentation of Financial Statements for the Month of April 2025 Will Be Submitted for Approval Kim Sloan

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

VI. Information and Discussion Items

- A. Liability MOC Changes for 2025/2026 Robert Kretzmer

- B. Legislative Update: SB 577, AB 1913 and AB 5 Robert Kretzmer

- C. Comments from the Board of Directors Will Be Heard Dave Ostash

- D. Next Meeting: Dave Ostash

Wednesday, June 18, 2025

10:30 a.m.

SISC Board Room, 4th Floor – Larry E. Reider Education Center

2000 K Street, Bakersfield, CA 93301

- E. Adjournment Dave Ostash

Moved _____ 2nd _____

Yes _____ No _____ Abstain _____ Roll Call Vote _____

Any materials required by law to be made available to the public prior to a meeting of the Governing Board of the SISC II JPA can be inspected at the following address during normal business hours at:

2000 K Street, Bakersfield, CA. 93301

For more information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Kristy Comstock at 661-636-4682 or

krcomstock@sicschools.org

*The number of Board Members needed to form a quorum for this meeting is eight

PROPERTY & LIABILITY TERMINOLOGY

1. **AMERICANS WITH DISABILITIES ACT (ADA)** - A federal act designed to set standards to remove the barriers to employment, transportation, public accommodations, public services, and telecommunications that exist for those members of our society who have physical disabilities. The act encompasses aspects of everyday life and generates wide ranging implications for almost every business or service.
2. **CIVIL RIGHTS VIOLATIONS** - The term applied to tort claims involving issues of sexual harassment; wrongful termination; employment, age, gender or race discrimination; ADA; employment harassment. If Plaintiff prevails, even partially, this type of case entitles plaintiff to also collect attorney fees.
3. **CLAIM TYPES** – The internal coding systems for claims includes:

ABI – Auto Bodily Injury	BM – Boiler/Machinery	LPI – Liability Personal Injury
ACL – Auto Collision	CF – Crime/Fidelity	LPD–Liability Property Damage
ACP – Auto Comprehension	EP – Liability Employment Practices	P – Property
AGK – Auto Garage Keepers	LBI – Liability Bodily Injury	SE – Special Education
APD – Auto Property Damage	LEO – Liability Errors & Omission	SM – Liability – Sexual Misconduct
4. **CLASS ACTION** – A lawsuit in which one person or a small group of people represent the interests of an entire class of people in litigation.
5. **COMPARATIVE NEGLIGENCE** - A more modern system of allocating damages between two or more persons than the method of contributory negligence. Under comparative negligence, the damages collectible in relation to another person are diminished in proportion to one's degree of negligence. In most instances, damages cannot be collected at all if the claimant's negligence were greater than that of the other party. Currently, in a few instances, the courts have awarded both parties damages as a percent of the total damages, depending on respective degrees of fault.
6. **CROSS COMPLAINT** – A claim asserted by a defendant against another party to the action. Also termed (in some jurisdictions) *cross petition*. A claim asserted by a defendant against a person not a party to the action for a matter relating to the subject of the action.
7. **DECLARATORY RELIEF ACTION** - Remedy for the determination of a judicial controversy where a plaintiff or defendant is in doubt as to their legal rights. No consequential relief is awarded.
8. **ERRORS AND OMISSIONS (E&O)** - A form of Professional Liability insurance which provides coverage for mistakes made in a profession not involved with the human body (lawyers, architects, engineers) or for mistakes made in a service business (insurance, real estate, and others). Also a form of coverage for financial institutions protecting against loss to lending institutions which fail to effect insurance coverage.
9. **HEARSAY** – Testimony by a witness based not on his or her own observations but on what someone else said, offered in evidence to prove the truth of what was said.
10. **HOLD HARMLESS AGREEMENT** - A contractual arrangement whereby one party assumes the liability inherent in a situation, thereby relieving the other party of responsibility. Such agreements are typically found in leases and easements and construction contract agreements. Agreement or contract in which one party agrees to hold the other without responsibility for damage or other liability arising out of the transaction involved.
11. **INCURRED LOSSES** – The amount equal to paid losses and losses for which the insurer is liable but has not yet paid.
12. **INJUNCTIVE RELIEF ACTION** - Legal action filed for prohibitive or equitable relief. An action filed to forbid an act or to restrain someone from continuing an act which is considered unjust or injurious.
13. **MORAL HAZARD** – A condition that may lead a person to intentionally cause or exaggerate a loss.
14. **MOTION FOR SUMMARY JUDGMENT** - Rule of civil procedure permitting either side in a civil suit to move for dismissal when it is believed that there is no genuine issue of material fact that would allow the other side to prevail as a matter of law. The "motion" may include all or part of a claim.
15. **MOTION IN LIMINE** – A pretrial request that certain inadmissible evidence not be referred to or offered at trial.
16. **PERSONAL INJURY** - Injury, other than bodily injury, results from oral or written communication.
17. **PUNITIVE DAMAGES (Exemplary)** - Damages awarded separately and in addition to compensatory damages, usually on account of malicious or wanton misconduct, to serve as a punishment for the wrongdoer and, possibly, as a deterrent to others. Sometimes referred to as "exemplary damages" when intended to "make an example" of the wrongdoer. By law, government entities are immune from punitive damages.
18. **RESERVATION OF RIGHTS LETTER** – An insurer's letter that specifies coverage issues and informs the insured that the insurer is handling a claim with the understanding that the insurer may later deny coverage should the facts warrant it.
19. **SUBROGATION** - In insurance, the substitution of one party (insurer) for another party (insured) to pursue any rights the insured may have against a third party liable for a loss paid by the insurer.
20. **TORT** - A legal wrong arising from a breach of duty fixed by law, except under contract, causing injury to persons or property and redressible by legal action for damages. Government entities are ruled by the Tort Claims Act.
21. **VENUE** – The locale in which the lawsuit may be brought.



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**PROPERTY AND LIABILITY
BOARD OF DIRECTORS MEETING
APRIL 17, 2025
10:30 A.M.**

MINUTES

The Regular Meeting of the Board of Directors of SISC II Property and Liability Program was called to order by Director Ostash at 10:30 a.m. on Thursday, April 17, 2025 in the SISC Board Room of the Larry E. Reider Building, 2000 K Street, Bakersfield, California 93301. The following individuals were in attendance:

MEMBERS PRESENT:

Dave Ostash
Sue Lemon
Robert Hughes
Katie Russell
Orin Hirschhorn
Brad Pawlowski
Rhonda Phinney

ALTERNATES PRESENT:

Steve Martinez

OTHERS PRESENT:

Kim Sloan
Megan Hanson
Kristy Comstock
Fred Bayles
Robert Kretzmer
Ty Taylor
Ryan Bourget
Elsa Lara
Kerri Jones
Micaelle Morales

Consent Agenda

Motion was made by Director Hirschorn, seconded by Director Pawlowski and by roll call vote of 8-Yes, 0-No, and 0 Abstentions (8-0-0) to approve the Consent Agenda as follows:

Minutes

Approval of Minutes for March 2025 Board of Directors Meeting

Student Insurance and Tackle Football Claims

Approval of payment of Student Insurance Claims in the Amount of \$59,510.33 and Tackle Football Claims in the amount of \$83.39 for the month of March 2025.

Public Comment

None

Closed Session – Property & Liability Claims

The Board went into closed session at 10:31 a.m.

Reconvene to Open Session

The Board reconvened into open session at 11:10 a.m.

With respect to the claim filed by M.D., V.C., R.R., A.M. and Z.T. (all minors) against Palmdale School District after discussion, motion was made by Director Martinez, seconded by Director Hughes and by roll call vote of 8-0-0 the board approved the payment of an undisclosed amount for the settlement of this claim with M.D., V.C., R.R., A.M. and Z.T. (all minors).

With respect to the claim filed by Robert Merton against East Sierra Unified School District after discussion, motion was made by Director Hirschorn, seconded by Director Russell and by roll call vote of 8-0-0 the board approved the payment of an undisclosed amount for the settlement of this claim with Robert Merton.

With respect to the claim filed by L.B. (a minor) against Lake Elsinore Unified School District after discussion, motion was made by Director Russell, seconded by Director Lemon and by roll call vote of 8-0-0 the board approved the payment of an undisclosed amount for the settlement of this claim with L.B. (a minor).

With respect to the claim filed by Eastern Sierra Unified School District after discussion, motion was made by Director Hirschorn, seconded by Director Pawlowski and by roll call vote of 8-0-0 the board approved the payment of \$95,972.25 for repair and re-finishing work on gym floor due to water damage.

With respect to the claim filed by Mono County Office of Education after discussion, motion was made by Director Russell, seconded by Director Martinez and by roll call vote of 8-0-0 the board approved the payment of \$182,840.74 for repairs to library building due to water damage.

With respect to the claim filed by Upland Unified School District after discussion, motion was made by Director Lemon, seconded by Director Hirschorn and by roll call vote of 8-0-0 the board approved the payment of \$88,561.78 for repairs to auditorium due to water damage.

With respect to the claim filed by Delhi Unified School District after discussion, motion was made by Director Hughes, seconded by Director Pawlowski and by roll call vote of 8-0-0 the board approved the payment of \$12,575.00 for approval of overage costs to original case approved at the January 2025 board meeting.

Action Items

Report of Property and Liability Claims – March 2025

Robert Kretzmer presented the Report of Property and Liability Claims. There were 67 new claims, 57 claims were closed and no claims reopened in March, resulting in 559 pending claims. Robert reviewed the check register for March 2025, reporting on seven checks that were in excess of \$50,000.00. After discussion, motion was made by Director Russell, seconded by Director Hirschhorn and by roll call vote of 8-0-0, approving payment of Property and Liability Claims in the amount of \$1,572,294.27 for the month of March 2025.

Financial Report

Kim Sloan reviewed with the Board the Financial Report for the period ending March 31, 2025. Kim reported the LAIF rate for the month of March 2025 dropped to 4.31% from last month at 4.33%. After discussion, motion was made by Director Hughes, seconded by Director Lemon and by roll call vote of 8-0-0, approving the Financial Reports as submitted.

Information and Discussion Items

SELF – AB 218 Assessment

Kim Sloan reviewed the SELF – AB 218 Assessment with the Board.

Update on AB 218 Collaborative

Dave Ostash discussed the AB 218 Collaborative in Sacramento with the Board. There was discussion from the FCMAT presentation that was discussed during the collaborative.

Update on Safety & Loss Advisory Group

Robert Kretzmer updated the board on the Safety & Loss Advisory Group. The first group will meet virtually on April 29th.

Claims Count Update - Liability

Ty Taylor reviewed the Auto and Liability claims count with the Board.

Claims Count Update - Property

Ryan Bourget reviewed the Property claims count with the Board.

Claims Count Update – Student Insurance

Elsa Lara reviewed the Student Insurance claims count with the Board.

Quarterly Report (Newsletter)

Kerri Jones reviewed the March Quarterly Report (Newsletter) with the Board. Kerri is also working on an index for finding a specific topic.

Comments from the Board

None

Adjournment

There being no further business to come before the Board, motion was made by Director Hirschhorn, seconded by Director Pawlowski and by roll call vote of 8-0-0, adjourning the meeting at 11:56 a.m.

Next Meeting

The next meeting of the Board of Directors will be held **Thursday, May 15th at 10:30 a.m.** in the SISC Board Room, 4th Floor – Larry E. Reider Education Center, 2000 K Street, Bakersfield, CA 93301.

Robert Hughes, Secretary



SUMMARY OF ACTIVITY
APRIL 2025

	<u>STUDENT</u> <u>INSURANCE</u>	<u>TACKLE</u> <u>FOOTBALL</u>
Opened	84	1
Closed	129	8
Events	10	0
Total Open & Event claims	957	50
Amount Paid	\$ 59,999.59	\$ 4,906.73
Credit	\$ (1,831.10)	\$ -
Net Paid Current Month	\$ 58,168.49	\$ 4,906.73
Net Paid YTD	\$ 456,494.00	\$ 22,928.33



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**SISC - PROPERTY & LIABILITY
CLAIM AND LOSS MANAGEMENT SUMMARY
APRIL 2025**

FILES REOPENED	0
FILES OPENED	44
FILES CLOSED	55
TOTAL PENDING CLAIMS	549
OPEN EVENT FILES	84
PENDING INDEMNITY RESERVES	\$50,282,379.55
PENDING EXPENSE RESERVES	\$10,731,232.14
	<hr/>
<i>TOTAL RESERVES</i>	\$61,013,611.69
INDEMNITY PAID, CURRENT MONTH	\$2,962,676.29
EXPENSES PAID, CURRENT MONTH	\$493,489.71
	<hr/>
<i>SUB-TOTAL</i>	\$3,456,166.00
PRIOR MONTH VOIDS (CREDITS)	(\$55,864.72)
RECOVERY	(\$88,750.44)
REFUNDS	(\$15.00)
	<hr/>
<i>NET PAID CURRENT MONTH</i>	\$3,311,535.84
INDEMNITY PAID YEAR-TO-DATE	\$17,820,982.13
EXPENSES PAID YEAR-TO-DATE	\$5,336,302.81
	<hr/>
<i>SUB-TOTAL</i>	\$23,157,284.94
CREDITS YEAR-TO-DATE	(\$318,711.02)
RECOVERY YEAR-TO-DATE	(\$1,340,373.53)
REFUNDS YEAR-TO-DATE	(\$164,514.64)
	<hr/>
<i>SUB-TOTAL</i>	(\$1,823,599.19)
<i>NET PAID YEAR-TO-DATE</i>	<hr/> \$21,333,685.75

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608360	04/01/2025	ALACRITY PARENT LLC,	2025054370	ACL	Adjusting	Caruthers Unified	249.69
608361	04/01/2025	ALACRITY PARENT LLC,	2025053142	ACL	Adjusting	Merced County	471.31
608362	04/01/2025	Merced County Office of	2025052846	ACP	Collision Loss	Merced County	5,319.39
608363	04/01/2025	ZIMMER & MELTON, LLP	2024049787	LBI	Attorney Fees	Fruitvale School	3,882.33
608364	04/01/2025	TYSON & MENDES LLP	2023045851	LBI	Attorney Fees	Taft City School	170.60
608365	04/01/2025	TYSON & MENDES LLP	2021040073	LBI	Attorney Fees	Santa Barbara	1,517.45
608366	04/01/2025	MCCORMICK, BARSTOW,	2025051734	ADM	Attorney Fees	Kern County Supt	4,110.00
608367	04/01/2025	EXTTI, INCORPORATED	2023044769	LEP	Legal-Other	Palmdale	5,500.00
608377	04/03/2025	LANGDORF, MARK I., MD	2025051741	LBI	Legal-Other	Brawley Union	1,950.00
608378	04/03/2025	PIERCE FIRE INVESTIGATIONS	2025054738	P	Adjusting	Bakersfield City	1,483.50
608379	04/03/2025	MCLARENS, LLC	2024049929	P	Adjusting	Lone Pine Unified	2,137.44
608380	04/03/2025	MCLARENS, LLC	2024050212	P	Adjusting	Mono County	1,123.47
608381	04/03/2025	MCLARENS, LLC	2023045456	P	Adjusting	Merced County	3,484.29
608382	04/03/2025	HALLIWELL ENGINEERING	2024050853	P	Adjusting	Santa Barbara	6,308.50
608383	04/03/2025	HALLIWELL ENGINEERING	2024050853	P	Adjusting	Santa Barbara	3,034.50
608384	04/03/2025	HALLIWELL ENGINEERING	2024050853	P	Adjusting	Santa Barbara	1,275.00
608385	04/03/2025	HALLIWELL ENGINEERING	2023045456	P	Adjusting	Merced County	7,124.50
608386	04/03/2025	HALLIWELL ENGINEERING	2024048018	P	Adjusting	Mammoth Unified	5,237.50
608387	04/03/2025	HALLIWELL ENGINEERING	2023047160	P	Adjusting	Wasco Union High	1,157.50
608388	04/03/2025	HALLIWELL ENGINEERING	2024048535	P	Adjusting	Antelope Valley	749.50
608389	04/03/2025	HALLIWELL ENGINEERING	2024048018	P	Adjusting	Mammoth Unified	3,621.00
608390	04/03/2025	MCKNIGHT AND MCKNIGHT	2023043854	ABI	Legal-Other	Delano Union	900.00
608391	04/03/2025	HALL, HIEATT, CONNELLY &	2024049119	LBI	Attorney Fees	Blochman Union	635.25
608392	04/03/2025	HALL, HIEATT, CONNELLY &	2025053839	LBI	Attorney Fees	San Luis Coastal	652.50
608393	04/03/2025	VERTIS BAYNE AND WILSHIRE	2023047242	LBI	In Full	Antelope Valley	150,000.00
608404	04/04/2025	GETWELL URGENT CARE	2025053589	EVT	Medical	Weaver Union	417.99
608413	04/04/2025	Santa Barbara Unified School	2024051088	ACL	Deductible	Santa Barbara	2,500.00
608414	04/04/2025	HALL, HIEATT, CONNELLY &	2023047327	LBI	Attorney Fees	Lucia Mar Unified	2,115.00
608415	04/04/2025	HALL, HIEATT, CONNELLY &	2023043948	ABI	Attorney Fees	Paso Robles Joint	480.00

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608416	04/04/2025	HALL, HIEATT, CONNELLY &	2023046181	LSM	Attorney Fees	San Luis Coastal	1,171.50
608417	04/04/2025	DEMARIA LAW FIRM, APC	2022043606	LBI	Attorney Fees	Delhi Unified	7,889.00
608418	04/04/2025	DEMARIA LAW FIRM, APC	2024050021	LBI	Attorney Fees	Merced Union High	466.00
608419	04/04/2025	DEMARIA LAW FIRM, APC	2024050159	LBI	Attorney Fees	Chowchilla	5,299.00
608420	04/04/2025	DEMARIA LAW FIRM, APC	2023047512	LEP	Attorney Fees	Brawley	8,146.04
608421	04/04/2025	DEMARIA LAW FIRM, APC	2023044468	ABI	Attorney Fees	Merced County	1,512.00
608422	04/04/2025	DEMARIA LAW FIRM, APC	2024051503	LBI	Attorney Fees	Panama-Buena	729.50
608423	04/04/2025	DEMARIA LAW FIRM, APC	2024050154	LSM	Attorney Fees	Panama-Buena	18,013.50
608424	04/04/2025	DEMARIA LAW FIRM, APC	2024050154	LSM	Attorney Fees	Panama-Buena	1,132.50
608425	04/04/2025	DEMARIA LAW FIRM, APC	2021040054	LPI	Attorney Fees	Panama-Buena	655.00
608426	04/04/2025	DEMARIA LAW FIRM, APC	2021040054	LPI	Attorney Fees	Panama-Buena	189.00
608427	04/04/2025	DEMARIA LAW FIRM, APC	2023046256	LBI	Attorney Fees	Kern High School	8,152.00
608428	04/04/2025	DEMARIA LAW FIRM, APC	2023047243	LBI	Attorney Fees	Fruitvale School	501.50
608429	04/04/2025	DEMARIA LAW FIRM, APC	2023043915	LBI	Attorney Fees	Tehachapi Unified	247.00
608430	04/04/2025	DEMARIA LAW FIRM, APC	2024051651	LBI	Attorney Fees	Kern High School	1,644.00
608431	04/04/2025	DEMARIA LAW FIRM, APC	2022043321	LBI	Attorney Fees	Mojave Unified	283.00
608432	04/04/2025	DEMARIA LAW FIRM, APC	2024049790	LBI	Attorney Fees	Bakersfield City	403.00
608433	04/04/2025	DEMARIA LAW FIRM, APC	2025052053	LSM	Attorney Fees	Bakersfield City	294.50
608434	04/04/2025	DEMARIA LAW FIRM, APC	2023045988	LBI	Attorney Fees	Tehachapi Unified	424.50
608435	04/04/2025	DEMARIA LAW FIRM, APC	2024050276	LBI	Attorney Fees	Tehachapi Unified	216.50
608436	04/04/2025	DEMARIA LAW FIRM, APC	2024050157	LEP	Attorney Fees	Amador County	348.50
608437	04/04/2025	DEMARIA LAW FIRM, APC	2022041926	LSM	Attorney Fees	Norris School	6,679.00
608438	04/04/2025	DEMARIA LAW FIRM, APC	2022041753	ABI	Attorney Fees	Eastern Sierra	11,272.50
608439	04/04/2025	DEMARIA LAW FIRM, APC	2023045590	LBI	Attorney Fees	Southern Kern	60,673.00
608440	04/04/2025	DEMARIA LAW FIRM, APC	2023043663	LBI	Attorney Fees	Greenfield Union	2,788.50
608441	04/04/2025	DEMARIA LAW FIRM, APC	2024050744	LEO	Attorney Fees	Bakersfield City	300.00
608442	04/04/2025	DEMARIA LAW FIRM, APC	2022041639	LBI	Attorney Fees	Merced County	138.50
608443	04/04/2025	EDDINGS ATTORNEY	2024050276	LBI	Legal-Other	Tehachapi Unified	119.50
608444	04/04/2025	EDDINGS ATTORNEY	2021039753	LBI	Legal-Other	Bakersfield City	308.50
608445	04/04/2025	BELFOR USA GROUP INC	2024049929	P	Water Loss	Lone Pine Unified	110,417.91
608454	04/08/2025	Weaver Union School District	2025052711	ACL	Collision Loss	Weaver Union	1,768.10

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608455	04/08/2025	ALLSTATE PAYMENT	2025054932	APD	Property	Lucia Mar Unified	3,166.83
608456	04/08/2025	SOFIA VIERA AND	2023045981	LBI	In Full	Antelope Valley	49,500.00
608457	04/08/2025	CARPENTER, ROTHANS &	2022042589	LBI	Attorney Fees	Palmdale	2,165.48
608458	04/08/2025	CARPENTER, ROTHANS &	2024049983	LBI	Attorney Fees	Antelope Valley	7,255.12
608459	04/08/2025	HERR PEDERSEN &	2022041435	LBI	Attorney Fees	Sierra Sands	561.50
608460	04/08/2025	HERR PEDERSEN &	2017027208	ABI	Attorney Fees	Delano Union	360.00
608461	04/08/2025	MCLARENS, LLC	2023046384	P	Adjusting	Delhi Unified	494.94
608462	04/08/2025	MCLARENS, LLC	2023046348	P	Adjusting	Lone Pine Unified	457.71
608463	04/08/2025	MCLARENS, LLC	2023046211	P	Adjusting	Standard School	1,202.31
608464	04/08/2025	MCLARENS, LLC	2023046982	P	Adjusting	Sonora Union High	1,158.51
608465	04/08/2025	MCLARENS, LLC	2024048018	P	Adjusting	Mammoth Unified	1,399.41
608466	04/08/2025	MCLARENS, LLC	2023047160	P	Adjusting	Wasco Union High	13,857.77
608467	04/08/2025	MCLARENS, LLC	2023045483	P	Adjusting	Merced County	142.35
608468	04/08/2025	MCLARENS, LLC	2024048535	P	Adjusting	Antelope Valley	2,139.63
608469	04/08/2025	MCLARENS, LLC	2024050853	P	Adjusting	Santa Barbara	5,645.82
608470	04/08/2025	ROBINSON & KELLAR	2023045038	LBI	Attorney Fees	Lake Elsinore	5,098.45
608471	04/08/2025	ROBINSON & KELLAR	2024048797	LBI	Attorney Fees	Merced Union High	294.25
608472	04/08/2025	ROBINSON & KELLAR	2024049171	LBI	Attorney Fees	Greenfield Union	2,896.35
608473	04/08/2025	ROBINSON & KELLAR	2024051297	LBI	Attorney Fees	Delano Union	3,254.70
608474	04/08/2025	ROBINSON & KELLAR	2023044381	LBI	Attorney Fees	Lake Elsinore	2,627.40
608475	04/08/2025	ROBINSON & KELLAR	2023045569	LBI	Attorney Fees	Antelope Valley	346.00
608476	04/08/2025	ROBINSON & KELLAR	2024050250	LBI	Attorney Fees	Greenfield Union	1,906.60
608477	04/08/2025	CARPENTER, ROTHANS &	2019035044	LBI	Attorney Fees	Antelope Valley	524.45
608478	04/08/2025	CARPENTER, ROTHANS &	2023047175	LBI	Attorney Fees	Antelope Valley	629.00
608479	04/08/2025	ROBINSON & KELLAR	2023044642	ABI	Attorney Fees	Upland USD (GL)	3,459.40
608480	04/08/2025	ROBINSON & KELLAR	2025051864	LBI	Attorney Fees	Richland School	252.75
608481	04/08/2025	HERR PEDERSEN &	2023046609	ABI	Attorney Fees	Chowchilla	855.76
608482	04/08/2025	Santa Maria Joint Union High	2025054181	ACL	Deductible	Santa Maria Joint	5,000.00
608483	04/08/2025	MUTUAL OF OMAHA	2024050154	LSM	Partial	Panama-Buena	* 625,000.00
608484	04/08/2025	FREEBURG & GRANIERI, APC	2024051274	LEP	Trust Account -	Antelope Valley	50,000.00
608485	04/08/2025	CITY OF BAKERSFIELD	2025054987	ACL	Adjusting	Bakersfield City	7.00

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608495	04/10/2025	HALL, HIEATT, CONNELLY &	2022040627	LBI	Attorney Fees	San Luis Coastal	6,052.50
608496	04/10/2025	HALL, HIEATT, CONNELLY &	2022043429	LBI	Attorney Fees	Lucia Mar Unified	2,845.50
608497	04/10/2025	HALL, HIEATT, CONNELLY &	2024051130	LPI	Attorney Fees	Los Olivos School	2,888.65
608498	04/10/2025	HALL, HIEATT, CONNELLY &	2025054011	LEP	Attorney Fees	San Luis Coastal	1,802.00
608499	04/10/2025	HALL, HIEATT, CONNELLY &	2025054540	LPI	Attorney Fees	Lucia Mar Unified	2,247.00
608500	04/10/2025	DEMARIA LAW FIRM, APC	2024048998	LBI	Attorney Fees	Tuolumne Cnty	8,764.00
608501	04/10/2025	DEMARIA LAW FIRM, APC	2024051133	LPI	Attorney Fees	Mark Twain Union	845.50
608502	04/10/2025	DEMARIA LAW FIRM, APC	2022042091	LPI	Attorney Fees	Amador County	477.50
608503	04/10/2025	DEMARIA LAW FIRM, APC	2022041736	LBI	Attorney Fees	Mammoth Unified	3,553.50
608504	04/10/2025	DEMARIA LAW FIRM, APC	2024048766	LPI	Attorney Fees	Maricopa Unified	1,196.50
608505	04/10/2025	DEMARIA LAW FIRM, APC	2023046670	LBI	Attorney Fees	Sonora Union High	916.50
608506	04/10/2025	HERR PEDERSEN &	2025051870	LBI	Attorney Fees	Tulare COE (GL)	18.28
608507	04/10/2025	HERR PEDERSEN &	2023045093	LPI	Attorney Fees	Pioneer Union	1,513.00
608508	04/10/2025	HERR PEDERSEN &	2025052349	LEP	Attorney Fees	Tehachapi Unified	1,175.36
608509	04/10/2025	HERR PEDERSEN &	2025054104	LBI	Attorney Fees	Reef-Sunset	3,674.70
608510	04/10/2025	WINET PATRICK GAYER	2024048760	LSM	Attorney Fees	Lake Elsinore	555.16
608511	04/10/2025	WINET PATRICK GAYER	2024050243	LSM	Attorney Fees	Lake Elsinore	2,932.75
608512	04/10/2025	TYSON & MENDES LLP	2024049003	LSM	Attorney Fees	Palmdale	17,655.25
608513	04/10/2025	ROBINSON & KELLAR	2024050597	LSM	Attorney Fees	Beardsley School	12,186.55
608514	04/10/2025	ROBINSON & KELLAR	2024050301	LSM	Attorney Fees	Bakersfield City	1,455.30
608515	04/10/2025	ROBINSON & KELLAR	2022042303	LBI	Attorney Fees	Lakeside Union	313.35
608516	04/10/2025	CARPENTER, ROTHANS &	2025053393	LEP	Attorney Fees	Palmdale	855.00
608517	04/10/2025	CARPENTER, ROTHANS &	2024051274	LEP	Attorney Fees	Antelope Valley	6,349.00
608518	04/10/2025	CARPENTER, ROTHANS &	2024050163	LEP	Attorney Fees	Antelope Valley	5,175.00
608519	04/10/2025	FOZI DWORK & MODAFFERI,	2025051741	LBI	Attorney Fees	Brawley Union	6,815.00
608520	04/10/2025	ALACRITY PARENT LLC,	2025054987	ACL	Adjusting	Bakersfield City	236.25
608521	04/10/2025	FOZI DWORK & MODAFFERI,	2024047934	LBI	Attorney Fees	Lake Elsinore	7,708.90
608522	04/10/2025	UNISOURCE DISCOVERY	2025053597	LBI	Adjusting	Santa Barbara	71.49
608523	04/10/2025	Santa Barbara Unified School	2025054970	ACL	Collision Loss	Santa Barbara	10,233.02
608524	04/10/2025	DEMARIA LAW FIRM, APC	2024047705	LBI	Attorney Fees	Merced County	702.00
608525	04/10/2025	WINET PATRICK GAYER	2025052491	LEP	Attorney Fees	Lake Elsinore	1,161.50

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608526	04/10/2025	ALACRITY PARENT LLC,	2025054970	ACL	Adjusting	Santa Barbara	329.37
608527	04/10/2025	UNITED FINANCIAL CASUALTY	2025053848	APD	Property	Amador County	13,118.40
608528	04/10/2025	MICHELLE MACIAS AND HER	2022042882	LSM	In Full	Antelope Valley	173,733.75
608529	04/10/2025	Merced County Office of	2023045456	P	Fire Loss	Merced County	350,855.82
608530	04/10/2025	DEPARTMENT OF HEALTH	2022042882	LSM	Medical	Antelope Valley	1,266.25
608531	04/10/2025	Bakersfield City School District	2025054987	ACL	Collision Loss	Bakersfield City	25,414.19
608540	04/11/2025	ENHANCED COLLISION	2025054469	ACL	Adjusting	San Luis Coastal	5,587.50
608555	04/15/2025	ADR SERVICES, INC.	2024051274	LEP	Legal-Other	Antelope Valley	4,645.00
608556	04/15/2025	CALIFORNIA JUSTICE	2023045988	LBI	Trust Account -	Tehachapi Unified	37,500.00
608557	04/15/2025	MCCORMICK, BARSTOW,	2025051734	ADM	Attorney Fees	Kern County Supt	1,610.00
608558	04/15/2025	MCCORMICK, BARSTOW,	2025051734	ADM	Attorney Fees	Kern County Supt	1,596.00
608559	04/15/2025	MCCORMICK, BARSTOW,	2025051734	ADM	Attorney Fees	Kern County Supt	5,428.00
608560	04/15/2025	CARPENTER, ROTHANS &	2019035125	LBI	Attorney Fees	Palmdale	419.50
608561	04/15/2025	CARPENTER, ROTHANS &	2022042602	LBI	Attorney Fees	Antelope Valley	1,908.75
608562	04/15/2025	CARPENTER, ROTHANS &	2023044768	LBI	Attorney Fees	Antelope Valley	8,888.22
608563	04/15/2025	CARPENTER, ROTHANS &	2023044769	LEP	Attorney Fees	Palmdale	6,869.50
608564	04/15/2025	CARPENTER, ROTHANS &	2023045606	LBI	Attorney Fees	Antelope Valley	270.00
608565	04/15/2025	CARPENTER, ROTHANS &	2022042882	LSM	Attorney Fees	Antelope Valley	562.50
608566	04/15/2025	CARPENTER, ROTHANS &	2024048762	LBI	Attorney Fees	Lake Elsinore	540.00
608567	04/15/2025	CARPENTER, ROTHANS &	2024049766	LPI	Attorney Fees	Palmdale	2,313.00
608568	04/15/2025	CARPENTER, ROTHANS &	2024048761	LSM	Attorney Fees	Lake Elsinore	447.48
608569	04/15/2025	CARPENTER, ROTHANS &	2024047835	LEP	Attorney Fees	Palmdale	472.50
608570	04/15/2025	CARPENTER, ROTHANS &	2023046823	LBI	Attorney Fees	Antelope Valley	2,259.00
608571	04/15/2025	MCLARENS, LLC	2025052077	P	Attorney Fees	Weaver Union	2,014.50
608572	04/15/2025	CARPENTER, ROTHANS &	2022043595	LBI	Attorney Fees	Palmdale	45.00
608573	04/15/2025	CARPENTER, ROTHANS &	2022042589	LBI	Attorney Fees	Palmdale	292.50
608574	04/15/2025	DEPOVISION	2023044642	ABI	Legal-Other	Upland USD (GL)	715.00
608575	04/15/2025	DAPRA CONSTRUCTION	2025054408	P	Adjusting	Tulare COE (GL)	405.00
608576	04/15/2025	MCCORMICK, BARSTOW,	2024051503	LBI	Attorney Fees	Panama-Buena	2,380.00
608577	04/15/2025	Kernville Union School District	2025054914	ACP	Auto	Kernville Union	3,559.81
608578	04/15/2025	ALACRITY PARENT LLC,	2025054914	ACP	Adjusting	Kernville Union	188.27

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608579	04/15/2025	ALACRITY PARENT LLC,	2025054914	ACP	Adjusting	Kernville Union	331.03
608580	04/15/2025	Kernville Union School District	2025054914	ACP	Auto	Kernville Union	857.03
608581	04/15/2025	Kern County Supt of Schools	2025054024	ACL	Collision Loss	Kern County Supt	4,232.21
608582	04/15/2025	Merced Union High School	2025052351	P	Deductible	Merced Union High	1,975.00
608583	04/15/2025	Merced County Office of	2025053142	ACL	Collision Loss	Merced County	16,233.71
608584	04/15/2025	San Luis Coastal Unified School	2025054469	ACL	Collision Loss	San Luis Coastal	51,169.46
608585	04/15/2025	THE MYERS LAW GROUP,	2023045353	LEP	In Full	Santa Barbara	125,000.00
608593	04/17/2025	HERR PEDERSEN &	2024048228	ABI	Attorney Fees	Kern County Supt	330.25
608594	04/17/2025	DAPRA CONSTRUCTION	2023047319	P	Adjusting	Westside Union	888.75
608595	04/17/2025	STENO AGENCY, INC	2023044468	ABI	Legal-Other	Merced County	2,996.25
608596	04/17/2025	MCCUNE & HARBER LLP	2024050156	LBI	Attorney Fees	Antelope Valley	1,417.50
608597	04/17/2025	INTEGON PREFERRED INS CO	2025054357	APD	Property	Standard School	1,154.34
608598	04/17/2025	CITY OF BAKERSFIELD	2025052560	ACL	Adjusting	Bakersfield City	7.00
608599	04/17/2025	VINTAGE AUTO BODY	2025054568	APD	Property	San Luis Coastal	18,967.03
608600	04/17/2025	Tehachapi Unified School District	2025052433	ACL	Collision Loss	Tehachapi Unified	25,710.69
608601	04/17/2025	San Luis Coastal Unified School	2024049977	ACL	Deductible	San Luis Coastal	4,633.78
608602	04/17/2025	CSI LITIGATION PSYCHOLOGY	2024047934	LBI	Legal-Other	Lake Elsinore	10,000.00
608603	04/17/2025	STENO AGENCY, INC	2022043429	LBI	Legal-Other	Lucia Mar Unified	1,652.95
608604	04/17/2025	CARPENTER, ROTHANS &	2024050162	LEP	Attorney Fees	Palmdale	999.00
608605	04/17/2025	CARPENTER, ROTHANS &	2024049779	LPI	Attorney Fees	Antelope Valley	333.00
608606	04/17/2025	CARPENTER, ROTHANS &	2024049751	LPI	Attorney Fees	Palmdale	333.00
608607	04/21/2025	MUTUAL OF OMAHA	2024050154	LSM	Partial	Panama-Buena	625,000.00
608608	04/21/2025	DOLAN LAW FIRM, PC	2024050154	LSM	Attorney Fees -	Panama-Buena	498,923.45
608609	04/21/2025	VICTORIA ANDERSON AS	2024050154	LSM	Full and Final	Panama-Buena	76,076.55
608627	04/22/2025	STENO AGENCY, INC	2023045590	LBI	Legal-Other	Southern Kern	625.00
608628	04/22/2025	CARPENTER, ROTHANS &	2025053393	LEP	Attorney Fees	Palmdale	675.00
608629	04/22/2025	ZIMMER & MELTON, LLP	2022043499	LEP	Attorney Fees	Carpinteria Unified	3,795.00
608630	04/22/2025	Delhi Unified School District	2025052914	P	Fire Loss	Delhi Unified	12,575.00
608631	04/22/2025	STENO AGENCY, INC	2023047512	LEP	Legal-Other	Brawley	1,958.08
608632	04/22/2025	STENO AGENCY, INC	2023047512	LEP	Legal-Other	Brawley	2,240.30
608633	04/22/2025	STENO AGENCY, INC	2023047512	LEP	Legal-Other	Brawley	312.50

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608634	04/22/2025	ZIMMER & MELTON, LLP	2025054527	LBI	Attorney Fees	Bakersfield City	92.00
608635	04/22/2025	ZIMMER & MELTON, LLP	2023043854	ABI	Attorney Fees	Delano Union	690.00
608636	04/22/2025	ZIMMER & MELTON, LLP	2024049787	LBI	Attorney Fees	Fruitvale School	230.00
608637	04/22/2025	ZIMMER & MELTON, LLP	2024047710	LBI	Attorney Fees	Panama-Buena	161.00
608638	04/22/2025	DENISON WERNER MACIAS	2024050458	LBI	Attorney Fees	Norris School	117.50
608639	04/22/2025	DENISON WERNER MACIAS	2024050457	LBI	Attorney Fees	Kern County Supt	117.50
608640	04/22/2025	DENISON WERNER MACIAS	2023046509	LBI	Attorney Fees	Standard School	43.00
608641	04/22/2025	DENISON WERNER MACIAS	2024050975	LBI	Attorney Fees	Standard School	494.50
608642	04/22/2025	Eastern Sierra Unified School	2025051801	P	Water Loss	Eastern Sierra	95,972.25
608643	04/22/2025	Upland USD (GL)	2025052380	P	Water Loss	Upland USD (GL)	88,561.78
608644	04/22/2025	STATE FARM MUTUAL	2024051215	APD	Property	Merced Union High	48.46
608679	04/24/2025	MICHAEL MAGUIRE AS	2024048606	LBI	Full and Final	Lake Elsinore	36,300.00
608680	04/24/2025	ZIMMER & MELTON, LLP	2024050554	LBI	Attorney Fees	Antelope Valley	207.00
608681	04/24/2025	ZIMMER & MELTON, LLP	2023047242	LBI	Attorney Fees	Antelope Valley	207.00
608682	04/24/2025	ZIMMER & MELTON, LLP	2024049789	LBI	Attorney Fees	Delano Jt Union	460.00
608683	04/24/2025	ZIMMER & MELTON, LLP	2025051751	LEP	Attorney Fees	Mojave Unified	2,875.00
608684	04/24/2025	ZIMMER & MELTON, LLP	2025051860	LBI	Attorney Fees	Bakersfield City	690.00
608685	04/24/2025	ZIMMER & MELTON, LLP	2024049784	LBI	Attorney Fees	Panama-Buena	299.00
608686	04/24/2025	ZIMMER & MELTON, LLP	2025054390	LEP	Attorney Fees	Bakersfield City	184.00
608687	04/24/2025	ZIMMER & MELTON, LLP	2025054390	LEP	Attorney Fees	Bakersfield City	506.00
608688	04/24/2025	ZIMMER & MELTON, LLP	2025053361	LEP	Attorney Fees	Panama-Buena	2,553.00
608689	04/24/2025	ZIMMER & MELTON, LLP	2024050301	LSM	Attorney Fees	Bakersfield City	391.00
608690	04/24/2025	ZIMMER & MELTON, LLP	2024051637	LEP	Attorney Fees	Standard School	805.00
608691	04/24/2025	ZIMMER & MELTON, LLP	2025053578	LEP	Attorney Fees	New Jerusalem	667.00
608692	04/24/2025	ALACRITY PARENT LLC,	2025055052	ACL	Adjusting	Bakersfield City	193.25
608693	04/24/2025	CITY OF BAKERSFIELD	2025055052	ACL	Adjusting	Bakersfield City	7.00
608694	04/24/2025	ELEAZAR LOPEZ	2025055120	LPD	Property	Westside Union	11,628.93
608695	04/24/2025	Mono County Office of Education	2024050212	P	Water Loss	Mono County	182,840.74
608696	04/24/2025	COLEMAN, DUANE	2023047327	LBI	Legal-Other	Lucia Mar Unified	1,718.75
608697	04/24/2025	ZIMMER & MELTON, LLP	2025052349	LEP	Attorney Fees	Tehachapi Unified	46.00
608705	04/29/2025	KUNTHEA HUT GUARDIAN AD	2022041639	LBI	Full and Final	Merced County	55,864.72

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608706	04/29/2025	WINET PATRICK GAYER	2024048760	LSM	Attorney Fees	Lake Elsinore	34.50
608707	04/29/2025	WINET PATRICK GAYER	2024050243	LSM	Attorney Fees	Lake Elsinore	13,328.03
608708	04/29/2025	CARPENTER, ROTHANS &	2025053393	LEP	Attorney Fees	Palmdale	675.00
608709	04/29/2025	CARPENTER, ROTHANS &	2024050162	LEP	Attorney Fees	Palmdale	90.00
608710	04/29/2025	CARPENTER, ROTHANS &	2023046823	LBI	Attorney Fees	Antelope Valley	176.00
608711	04/29/2025	CARPENTER, ROTHANS &	2024047835	LEP	Attorney Fees	Palmdale	450.00
608712	04/29/2025	CARPENTER, ROTHANS &	2024048761	LSM	Attorney Fees	Lake Elsinore	3,441.00
608713	04/29/2025	CARPENTER, ROTHANS &	2024049751	LPI	Attorney Fees	Palmdale	90.00
608714	04/29/2025	CARPENTER, ROTHANS &	2024048762	LBI	Attorney Fees	Lake Elsinore	2,767.50
608715	04/29/2025	CARPENTER, ROTHANS &	2022042882	LSM	Attorney Fees	Antelope Valley	6,480.00
608716	04/29/2025	CARPENTER, ROTHANS &	2023045606	LBI	Attorney Fees	Antelope Valley	135.00
608717	04/29/2025	CARPENTER, ROTHANS &	2023044769	LEP	Attorney Fees	Palmdale	855.00
608718	04/29/2025	CARPENTER, ROTHANS &	2023044768	LBI	Attorney Fees	Antelope Valley	784.92
608719	04/29/2025	CARPENTER, ROTHANS &	2022042602	LBI	Attorney Fees	Antelope Valley	1,879.77
608720	04/29/2025	CARPENTER, ROTHANS &	2020036944	LBI	Attorney Fees	Antelope Valley	131.20
608721	04/29/2025	CARPENTER, ROTHANS &	2019035125	LBI	Attorney Fees	Palmdale	225.00
608722	04/29/2025	CARPENTER, ROTHANS &	2020038371	LPI	Attorney Fees	Palmdale	367.50
608723	04/29/2025	Eastern Sierra Unified School	2025053143	ACL	Collision Loss	Eastern Sierra	20,171.75
608724	04/29/2025	HALLIWELL ENGINEERING	2025052077	P	Adjusting	Weaver Union	2,575.50
608725	04/29/2025	HALLIWELL ENGINEERING	2024050853	P	Adjusting	Santa Barbara	3,034.50
608726	04/29/2025	WINET PATRICK GAYER	2025054010	LBI	Attorney Fees	Lake Elsinore	2,350.50
608727	04/29/2025	ENTERPRISE RENT-A-CAR	2025054568	APD	Rental Vehicle	San Luis Coastal	3,050.51
608728	04/29/2025	San Luis Coastal Unified School	2025054568	ACL	Collision Loss	San Luis Coastal	2,080.36
608729	04/29/2025	ALACRITY PARENT LLC,	2025055162	ACL	Adjusting	McFarland Unified	279.57
608730	04/29/2025	ANACAPA AUTO BODY AND	2025053976	LPD	Property	Santa Barbara	7,868.31
608731	04/29/2025	SANTOS J BONILLA	2025054276	APD	Property	Semitropic School	2,426.76

Total For 122235821 158300179906

4,081,583.99

Number of Check: 241

First Check Number: 608360

Number Of Payments: 241

Last Check Number: 608731

Check Sequence:

***See void report.**

Check Register - Property & Liability

Check Number	Check Date	Payee	Claim Number	Claim Type	Payment Type	Insured	Check Amount
608483	04/08/2025	MUTUAL OF OMAHA	2024050154	LSM	Partial	Panama-Buena	-625,000.00
			Total For 122235821 158300179906				-625,000.00
			Number of Check: 1	First Check Number: 608483			
			Number Of Payments: 1	Last Check Number: 608483			
				Check Sequence:			

SISC II
INCOME STATEMENT
APRIL 2025

	BUDGET	YEAR-TO-DATE	CURRENT MONTH
REVENUES			
8660.00 Interest-County Treasurer	\$2,095,238.00	\$599,309.98	\$148,276.31
8660.03 LAIF	\$309.00	\$226.80	\$73.29
8660.04 Investments	\$4,764,648.00	\$3,460,713.96	\$1,257,461.59
8660.05 Bank	\$12,800.00	\$114,290.77	\$26,273.05
8674.02 Premiums-Prop & Liab	\$56,933,716.00	\$47,669,045.88	\$4,793,673.00
8674.12 Student Ins	\$1,144,929.00	\$954,106.49	\$95,411.00
8674.13 Tackle Football	\$25,500.00	\$20,760.00	\$0.00
8674.14 Special Ed Defense	\$492,530.00	\$495,875.00	\$0.00
8699.06 Administrative Fees	\$100.00	\$0.00	\$0.00
TOTAL REVENUES	\$65,469,770.00	\$53,314,328.88	\$6,321,168.24
EXPENSES			
4300.00 Supplies	\$500.00	\$5,605.79	\$493.49
5200.00 Travel/Conference	\$5,000.00	\$9,745.33	\$611.13
5300.00 Dues and Memberships	\$134,650.00	\$63,061.86	\$509.89
5450.01 Insurance-Property & Fire	\$13,169,853.00	\$9,335,917.05	\$880,707.00
5450.02 Boiler & Machinery	\$282,095.00	\$190,395.00	\$19,040.00
5450.04 Crime	\$72,834.00	\$60,694.00	\$6,070.00
5450.06 Excess Liability	\$10,967,031.00	\$8,951,316.18	\$852,637.00
5450.17 Data Compromise	\$261,252.00	\$245,122.00	\$24,512.00
5450.18 Concussion Coverage	\$27,000.00	\$22,500.00	\$2,250.00
5450.19 Terrorism	\$41,170.00	\$32,674.40	\$3,267.00
5800.00 Miscellaneous	\$500.00	\$0.00	\$0.00
5800.02 Audit	\$14,085.00	\$13,835.00	\$0.00
5800.10 Consulting	\$165,590.00	\$133,967.95	\$12,744.00
5800.15 Property Appraisals	\$174,365.00	\$172,026.00	\$0.00
5800.32 Bank Fees	\$8,000.00	\$1,623.69	\$0.00
5800.50 Administration - KCSOS	\$4,072,845.00	\$2,993,739.10	\$247,727.36
5800.55 Student Ins Claims	\$780,000.00	\$556,537.01	\$58,168.49
5800.56 Tackle FB Claims	\$25,000.00	\$22,928.33	\$4,906.73
5800.58 Spec Ed VCP	\$492,530.00	\$0.00	\$0.00
5800.66 Property Claims	\$4,223,033.00	\$6,731,719.33	\$913,126.90
5800.67 Liability Claims	\$13,956,835.00	\$11,299,781.83	\$2,162,289.15
5800.69 Auto Claims	\$2,398,878.00	\$2,780,178.89	\$222,748.79
5800.90 Bill Review	\$7,200.00	\$5,235.52	\$0.00
5800.94 Other Distributions	\$0.00	\$0.00	\$0.00
5800.95 Unpaid Claims Liab Adj	\$9,442,000.00	\$15,013,876.00	\$0.00
TOTAL EXPENSES	\$60,722,246.00	\$58,642,480.26	\$5,411,808.93
CHANGE IN NET ASSETS	\$4,747,524.00	(\$5,328,151.38)	\$909,359.31
NET ASSETS - BEGINNING	\$11,572,917.85	\$11,572,917.85	\$5,335,407.16
NET ASSETS - ENDING	\$16,320,441.85	\$6,244,766.47	\$6,244,766.47

SISC II
BALANCE SHEET
April 30, 2025

	July 1, 2024 BALANCE	April 30, 2025 BALANCE
<u>ASSETS</u>		
9110.00 Cash in County Treasury	\$16,447,014.19	\$22,892,675.85
9120.02 Bank Account-Claims Fund	\$1,411,199.66	\$7,951,561.05
9130.00 Revolving Fund	\$1,500.00	\$0.00
9150.01 Local Agency Investment Fund	\$6,424.38	\$6,723.67
9150.03 Investments	\$83,353,981.92	\$86,814,695.88
9200.00 Accounts Receivable	\$414,887.60	\$6,320.00
9330.00 Prepaid Insurance	\$5,831,838.00	\$8,883,060.00
	<u>\$107,466,845.75</u>	<u>\$126,555,036.45</u>
TOTAL ASSETS	\$107,466,845.75	\$126,555,036.45
 <u>LIABILITIES</u>		
9500.00 Current Liabilities	\$756,803.90	\$247,727.36
9650.00 Deferred Income	\$0.00	\$9,911,542.62
9668.00 Unpd Clms Liab (90% Conf Lvl)	\$95,137,124.00	\$110,151,000.00
	<u>\$95,893,927.90</u>	<u>\$120,310,269.98</u>
TOTAL LIABILITIES	\$95,893,927.90	\$120,310,269.98
 NET ASSETS - Funding Stabilization Reserves	<u>\$11,572,917.85</u>	<u>\$6,244,766.47</u>
 TOTAL LIABILITIES AND NET ASSETS	\$107,466,845.75	\$126,555,036.45

 AUTHORIZED SIGNATURE

PREPARED BY: Nancy Russo

**SISC II
Investments
April 30, 2025**

24-HOUR LIQUID FUNDS

SISC II maintains much of its cash in the Kern County Treasury and Local Agency Investment Fund. Both agencies pool these funds with those of other entities in the state. These pooled funds are carried at cost which approximates market value.

AGENCY	BALANCE	RETURN	PERIOD	DATES
COUNTY OF KERN	\$22,892,675.85	3.75%	LAST QUARTER	JAN-MAR 2025
		2.11%	5 YEAR AVERAGE	APR 2020-MAR 2025
LOCAL AGENCY INVESTMENT FUND	\$6,723.67	4.28%	CURRENT MONTH	April, 2025
		4.48%	LAST QUARTER	JAN-MAR 2025
		2.26%	5 YEAR AVERAGE	APR 2020-MAR 2025

INVESTMENT MANAGEMENT ACCOUNTS

The investment securities portfolio is comprised of securities carried at fair market value.

The fair market value of the investment securities available for sale at March 31, 2025 was:

INVESTMENT FIRM	MARKET VALUE	QUARTERLY RETURN	ANNUALIZED RETURN	PERIOD	DATES
MADISON INVESTMENTS (SISC INVESTMENT POOL)	\$27,098,192.00	1.85%	7.48%	LAST QUARTER	JAN-MAR 2025
			1.45%	5 YEAR AVERAGE	APR 2020-MAR 2025
			4.11%	YIELD TO MATURITY	AS OF MAR 31, 2025
WELLS FARGO ADVISORS (RICH EDWARDS)	\$59,716,503.88	1.30%	5.27%	LAST QUARTER	JAN-MAR 2025
			1.31%	5 YEAR AVERAGE	APR 2020-MAR 2025
			2.03%	YIELD TO MATURITY	AS OF MAR 31, 2025
	<u>\$86,814,695.88</u>				

5-YEAR HISTORY OF RETURNS - ANNUALIZED

Quarter Ending:	Co of Kern	LAIF	INVESTMENT POOL	RICH WELLS FARGO	COMBINED WEIGHTED AVERAGE RETURN
3/31/2025	3.75%	4.48%	7.48%	5.27%	5.40%
12/31/2024	3.56%	4.62%	-0.76%	2.29%	2.13%
9/30/2024	3.53%	4.71%	11.61%	8.04%	7.16%
6/30/2024	3.46%	4.55%	3.67%	4.51%	4.12%
3/31/2024	3.37%	4.30%	1.19%	3.24%	2.76%
12/31/2023	3.15%	4.00%	10.98%	8.28%	7.37%
9/30/2023	2.91%	3.93%	2.14%	2.59%	2.60%
6/30/2023	2.65%	3.15%	-0.66%	-0.50%	0.42%
3/31/2023	2.42%	2.74%	6.06%	5.65%	4.63%
12/31/2022	2.16%	2.07%	3.47%	3.48%	2.89%
9/30/2022	1.06%	1.35%	-4.79%	-7.15%	-2.24%
6/30/2022	1.00%	0.75%	-2.22%	-2.88%	-1.35%
3/31/2022	0.95%	0.32%	-9.06%	-9.18%	-5.11%
12/31/2021	0.84%	0.23%	-2.39%	-2.02%	-0.55%
9/30/2021	1.24%	0.24%	-0.20%	0.26%	0.69%
6/30/2021	1.00%	0.33%	0.80%	0.00%	0.65%
3/31/2021	1.07%	0.44%	-1.86%	-0.90%	-0.47%
12/31/2020	1.16%	0.63%	0.18%	0.55%	0.72%
9/30/2020	1.30%	0.84%	0.43%	0.40%	0.83%
6/30/2020	1.70%	1.47%	2.89%	4.28%	3.23%
5-Yr Average	2.11%	2.26%	1.45%	1.31%	1.79%

3/31/2025

SISC INVESTMENT POOL
 JAN-MAR 2025
 MADISON INVESTMENT SUMMARY REPORT

Type of Investment	Issuer	Purchase Date	Par/Face Value	Dollar Amt Invested (cost)	Security Rating Moody's	Security Rating S & P	YTM Current Quarter 3/31/2025	Maturity Date	Days to Maturity	Incep-to-Date UNREALIZED Gain/(Loss) (Mkt Vlu-Cost)	Market Value Current Qtr 3/31/2025	Accrued Interest	Ending Portfolio Value (Mkt + Acc Int)
CORPORATE BOND	BANK OF NEW YORK MEL	11/04/2020	\$653,000.00	\$678,303.75	Aa3	A	4.48%	04/24/2025	24	(26,537.92)	\$651,765.83	\$4,538.62	\$656,304.45
CORPORATE BOND	PECO ENERGY CO	07/19/2021	\$144,000.00	\$156,578.40	Aa3	A	4.59%	10/15/2025	198	(13,690.08)	\$142,888.32	\$2,154.50	\$145,042.82
CORPORATE BOND	FLORDIA POWER LIGHT CO	10/19/2021	\$1,803,000.00	\$1,934,078.10	Aa2	A+	4.46%	12/01/2025	245	(147,034.65)	\$1,787,043.45	\$18,714.37	\$1,805,757.82
CORPORATE BOND	PRUDENTIAL FINANCIAL	11/22/2021	\$975,000.00	\$980,811.00	A3	A	4.35%	03/10/2026	344	(31,453.50)	\$949,357.50	\$855.26	\$950,212.76
CORPORATE BOND	PRUDENTIAL FINANCIAL	01/31/2022	\$1,249,000.00	\$1,232,413.28	A3	A	4.35%	03/10/2026	344	(16,261.98)	\$1,216,151.30	\$1,084.72	\$1,217,236.02
CORPORATE BOND	MICROSOFT CORP	03/09/2022	\$1,100,000.00	\$1,117,809.00	Aaa	AAA	4.07%	08/08/2026	495	(42,064.00)	\$1,075,745.00	\$3,882.78	\$1,079,627.78
CORPORATE BOND	PECO ENERGY CO	04/26/2022	\$1,975,000.00	\$1,951,319.75	Aa3	A	4.59%	10/15/2025	198	8,433.25	\$1,959,753.00	\$28,623.98	\$1,988,376.98
CORPORATE BOND	CHUBB INA HOLDINGS	08/29/2022	\$2,175,000.00	\$2,144,637.00	A2	A	4.36%	05/03/2026	398	6,916.50	\$2,151,553.50	\$30,028.95	\$2,181,582.45
CORPORATE BOND	PRUDENTIAL FINANCIAL	10/07/2022	\$160,000.00	\$143,377.60	A3	A	4.35%	03/10/2026	344	12,414.40	\$155,792.00	\$146.02	\$155,938.02
CORPORATE BOND	FLORDIA POWER LIGHT CO	10/14/2022	\$415,000.00	\$393,926.30	Aa2	A+	4.46%	12/01/2025	245	17,400.95	\$411,327.25	\$4,389.80	\$415,717.05
CORPORATE BOND	BANK OF NY MELLON	02/07/2023	\$1,670,000.00	\$1,568,413.90	Aa3	A	4.48%	04/24/2025	24	98,429.80	\$1,666,843.70	\$11,670.76	\$1,678,514.46
CORPORATE BOND	NATIONAL RURAL UTIL	02/28/2023	\$700,000.00	\$648,347.00	A1	A-	4.37%	02/07/2028	1043	33,467.00	\$681,814.00	\$3,629.15	\$685,443.15
CORPORATE BOND	HONEYWELL INTER	03/03/2023	\$2,480,000.00	\$2,153,582.40	A2	A	4.25%	03/01/2027	700	182,652.00	\$2,336,234.40	\$2,273.33	\$2,338,507.73
CORPORATE BOND	JOHNSON JOHNSON	03/08/2023	\$2,280,000.00	\$2,138,662.80	Aaa	AAA	4.20%	03/01/2026	335	105,404.40	\$2,244,067.20	\$4,655.00	\$2,248,722.20
CORPORATE BOND	BERKSHIRE HATHAWAY	03/27/2023	\$2,235,000.00	\$2,190,143.55	Aa2	AA	4.27%	03/15/2026	349	20,785.50	\$2,210,929.05	\$3,104.17	\$2,214,033.22
CORPORATE BOND	NATIONAL RURAL UTIL	08/11/2023	\$450,000.00	\$422,451.00	A1	A-	4.37%	02/07/2028	1043	15,858.00	\$438,309.00	\$2,298.47	\$440,607.47
CORPORATE BOND	MICROSOFT CORP	08/18/2023	\$140,000.00	\$130,967.20	Aaa	AAA	4.01%	08/28/2026	515	5,945.80	\$136,913.00	\$470.64	\$137,383.64
CORPORATE BOND	NATIONAL RURAL UTIL	08/22/2023	\$125,000.00	\$116,165.00	A1	A-	4.37%	02/07/2028	1043	5,587.50	\$121,752.50	\$604.86	\$122,357.36
CORPORATE BOND	CUBBS INA HOLDINGS	08/23/2023	\$195,000.00	\$185,864.25	A2	A	4.36%	05/03/2026	398	7,033.65	\$192,897.90	\$2,611.22	\$195,509.12
CORPORATE BOND	ALABAMA PWR CO	11/21/2023	\$700,000.00	\$667,352.00	A1	A	4.28%	09/01/2027	884	24,080.00	\$691,432.00	\$2,178.75	\$693,610.75
CORPORATE BOND	NATIONAL RURAL UTIL	11/21/2023	\$1,097,000.00	\$1,018,718.08	A1	A-	4.37%	02/07/2028	1043	49,781.86	\$1,068,499.94	\$5,564.72	\$1,074,064.66
CORPORATE BOND	MICROSOFT CORP	12/11/2023	\$425,000.00	\$403,023.25	Aaa	AAA	4.07%	08/08/2026	495	12,605.50	\$415,628.75	\$1,529.58	\$417,158.33
CORPORATE BOND	TARGET CORP	07/18/2024	\$2,437,000.00	\$2,291,754.80	A2	A	4.12%	01/15/2027	655	53,857.70	\$2,345,612.50	\$10,032.32	\$2,355,644.82
CORPORATE BOND	MIDAMERICAN ENERGY CO	09/05/2024	\$2,074,000.00	\$2,028,849.02	Aa2	A	4.47%	04/15/2029	1476	(17,919.36)	\$2,010,929.66	\$34,906.57	\$2,045,836.23
CORPORATE BOND	JP MORGAN CHASE CO	11/21/2024	\$1,819,000.00	\$1,777,999.74	A1	A	4.54%	07/23/2029	1575	16,752.99	\$1,794,752.73	\$14,408.41	\$1,809,161.14
CORPORATE BOND	JP MORGAN CHASE CO	12/06/2024	\$538,000.00	\$528,741.02	A1	A	4.54%	07/23/2029	1575	2,087.44	\$530,828.46	\$4,303.81	\$535,132.27
CORPORATE BOND	SATE STREET CORP	01/08/2025	\$2,275,000.00	\$2,333,490.25	A1	A	4.77%	11/21/2029	1696	28,505.75	\$2,361,996.00	\$46,695.64	\$2,408,691.64
CORPORATE BOND	ALABAMA POWER CORP	02/21/2025	\$130,000.00	\$127,441.60	A1	A	4.28%	09/01/2027	884	967.20	\$128,408.80	\$415.00	\$128,823.80
CORPORATE BOND	EXXON MOBIL CORP	03/05/2025	\$962,000.00	\$894,506.08	A1	A	4.13%	08/16/2029	1599	2,174.12	\$896,680.20	\$2,934.10	\$899,614.30
			\$33,381,000.00	\$32,359,727.12						\$416,179.82	\$32,775,906.94	\$248,705.50	\$33,024,612.44
MORTGAGE PASSTHRU	FHLMC RMIC SERIES	07/31/2020	\$3,945,000.00	\$4,228,988.80	Aaa	AA+	4.77%	07/25/2025	116	(445,242.75)	\$3,783,746.05	\$9,543.96	\$3,793,290.01
MORTGAGE PASSTHRU	FNMA REMIC TRUST	11/06/2020	\$3,200,000.00	\$1,222,163.96	Aaa	AA+	4.34%	10/25/2025	208	(325,233.31)	\$896,930.65	\$3,525.06	\$900,455.71
MORTGAGE PASSTHRU	FNMA REMIC TRUST	11/06/2020	\$1,000,000.00	\$1,099,375.00	Aaa	AA+	4.34%	10/25/2025	208	(107,375.00)	\$992,000.00	\$1,113.17	\$993,113.17
MORTGAGE PASSTHRU	FNMA PARTN CERT POOL	11/01/2023	\$1,480,000.00	\$1,450,604.89	Aaa	AA+	4.63%	04/01/2028	1097	49,564.33	\$1,500,169.22	\$6,669.96	\$1,506,839.18
MORTGAGE PASSTHRU	FED NATL MTGE #BS9966	02/21/2025	\$2,441,900.00	\$2,536,905.17	Aaa	AA+	4.34%	12/01/2028	1341	30,728.26	\$2,567,633.43	\$11,904.26	\$2,579,537.69
MORTGAGE PASSTHRU	FED NATL MTGE #BZ3007	02/21/2025	\$2,595,000.00	\$2,596,621.88	Aaa	AA+	4.41%	01/01/2030	1737	35,279.02	\$2,631,900.90	\$10,250.25	\$2,642,151.15
MORTGAGE PASSTHRU	FED HOME MORT WN1433	03/31/2025	\$1,866,000.00	\$1,876,204.69	Aaa	AA+	4.69%	09/01/2029	1615	(12,313.27)	\$1,863,891.42	\$3,623.15	\$1,867,514.57
MORTGAGE PASSTHRU	FED HOME MORT WN1433	03/31/2025	\$1,866,000.00	\$1,876,204.69	Aaa	AA+	4.69%	09/01/2029	1615	(12,313.27)	\$1,863,891.42	\$3,623.15	\$1,867,514.57
			\$18,393,900.00	\$16,887,069.08						(\$786,905.99)	\$16,100,163.09	\$50,252.96	\$16,150,416.05

SISC INVESTMENT POOL
JAN-MAR 2025
MADISON INVESTMENT SUMMARY REPORT

Type of Investment	Issuer	Purchase Date	Par/Face Value	Dollar Amt Invested (cost)	Security Rating Moody's	Security Rating S & P	YTM Current Quarter 3/31/2025	Maturity Date	Days to Maturity	Incep-to-Date UNREALIZED Gain/(Loss) (Mkt Vlu-Cost)	Market Value Current Qtr 3/31/2025	Accrued Interest	Ending Portfolio Value (Mkt + Acc Int)
US TREASURY NOTE	US TREAS NTS	04/09/2019	\$845,000.00	\$791,593.36	Aaa	AA+	3.95%	08/15/2026	502	25,648.39	\$817,241.75	\$1,605.32	\$818,847.07
US TREASURY NOTE	US TREAS NTS	04/18/2019	\$579,000.00	\$539,827.03	Aaa	AA+	3.95%	08/15/2026	502	20,152.82	\$559,979.85	\$1,146.66	\$561,126.51
US TREASURY NOTE	US TREAS NTS	10/01/2019	\$550,000.00	\$545,531.25	Aaa	AA+	3.95%	08/15/2026	502	(13,598.75)	\$531,932.50	\$1,032.00	\$532,964.50
US TREASURY NOTE	US TREASURY NOTE	09/02/2021	\$1,950,000.00	\$2,018,713.55	Aaa	AA+	3.95%	08/15/2026	502	(132,771.05)	\$1,885,942.50	\$3,669.31	\$1,889,611.81
US TREASURY NOTE	US TREASURY NOTE	11/03/2021	\$1,385,000.00	\$1,409,729.05	Aaa	AA+	3.95%	08/15/2026	502	(70,226.30)	\$1,339,502.75	\$2,522.65	\$1,342,025.40
US TREASURY NOTE	US TREASURY NOTE	11/17/2021	\$850,000.00	\$860,329.02	Aaa	AA+	3.95%	08/15/2026	502	(38,251.52)	\$822,077.50	\$1,605.32	\$823,682.82
US TREASURY NOTE	US TREASURY NOTE	04/22/2022	\$2,100,000.00	\$1,972,448.44	Aaa	AA+	3.95%	08/15/2026	502	58,566.56	\$2,031,015.00	\$3,898.65	\$2,034,913.65
US TREASURY NOTE	US TREASURY NOTE	06/23/2022	\$2,000,000.00	\$1,853,756.70	Aaa	AA+	3.95%	08/15/2026	502	80,543.30	\$1,934,300.00	\$3,669.32	\$1,937,969.32
US TREASURY NOTE	US TREASURY NOTE	10/04/2022	\$4,050,000.00	\$3,761,925.69	Aaa	AA+	3.88%	08/15/2027	867	138,588.81	\$3,900,514.50	\$11,361.53	\$3,911,876.03
US TREASURY NOTE	US TREASURY NOTE	12/01/2022	\$1,200,000.00	\$1,109,113.39	Aaa	AA+	3.88%	08/15/2027	867	46,594.61	\$1,155,708.00	\$3,246.15	\$1,158,954.15
US TREASURY NOTE	US TREASURY NOTE	01/13/2023	\$2,040,000.00	\$1,885,731.83	Aaa	AA+	3.95%	08/15/2026	502	87,254.17	\$1,972,986.00	\$3,783.99	\$1,976,769.99
US TREASURY NOTE	US TREASURY NOTE	02/02/2023	\$2,190,000.00	\$2,063,483.50	Aaa	AA+	3.88%	08/15/2027	867	45,683.60	\$2,109,167.10	\$6,167.69	\$2,115,334.79
US TREASURY NOTE	US TREASURY NOTE	02/16/2023	\$700,000.00	\$647,146.88	Aaa	AA+	3.88%	08/15/2027	867	27,016.12	\$674,163.00	\$1,947.70	\$676,110.70
US TREASURY NOTE	US TREASURY NOTE	05/16/2023	\$3,466,000.00	\$3,292,576.23	Aaa	AA+	3.88%	08/15/2027	867	45,493.71	\$3,338,069.94	\$9,738.46	\$3,347,808.40
US TREASURY NOTE	US TREASURY NOTE	05/16/2023	\$1,725,000.00	\$1,668,202.06	Aaa	AA+	3.87%	02/15/2028	1051	3,978.44	\$1,672,180.50	\$6,025.11	\$1,678,205.61
US TREASURY NOTE	US TREASURY NOTE	08/17/2023	\$6,325,000.00	\$5,896,354.19	Aaa	AA+	3.87%	02/15/2028	1051	234,974.31	\$6,131,328.50	\$21,690.44	\$6,153,018.94
US TREASURY NOTE	US TREASURY NOTE	10/03/2023	\$8,150,000.00	\$7,399,654.26	Aaa	AA+	3.90%	02/28/2027	699	446,024.74	\$7,845,679.00	\$13,320.98	\$7,858,999.98
US TREASURY NOTE	US TREASURY NOTE	10/30/2023	\$975,000.00	\$886,834.32	Aaa	AA+	3.90%	02/28/2027	699	51,759.18	\$938,593.50	\$1,567.18	\$940,160.68
US TREASURY NOTE	US TREASURY NOTE	02/01/2024	\$2,890,000.00	\$2,714,238.98	Aaa	AA+	3.90%	02/28/2027	699	67,848.42	\$2,782,087.40	\$4,701.51	\$2,786,788.91
US TREASURY NOTE	US TREASURY NOTE	02/01/2024	\$3,700,000.00	\$3,539,438.17	Aaa	AA+	3.87%	02/15/2028	1051	47,267.83	\$3,586,706.00	\$12,451.92	\$3,599,157.92
US TREASURY NOTE	US TREASURY NOTE	07/02/2024	\$3,593,000.00	\$3,411,116.41	Aaa	AA+	4.10%	02/15/2026	321	105,208.97	\$3,516,325.38	\$7,257.96	\$3,523,583.34
US TREASURY NOTE	US TREASURY NOTE	07/02/2024	\$7,912,000.00	\$7,876,484.32	Aaa	AA+	3.92%	08/31/2028	1249	151,426.48	\$8,027,910.80	\$30,100.00	\$8,058,010.80
US TREASURY NOTE	US TREASURY NOTE	08/23/2024	\$1,925,000.00	\$1,744,161.73	Aaa	AA+	3.88%	08/15/2029	1598	5,778.77	\$1,749,940.50	\$3,817.32	\$1,753,757.82
US TREASURY NOTE	US TREASURY NOTE	10/16/2024	\$1,180,000.00	\$1,065,691.45	Aaa	AA+	3.88%	08/15/2029	1598	6,999.35	\$1,072,690.80	\$2,410.95	\$1,075,101.75
US TREASURY NOTE	US TREASURY NOTE	10/29/2024	\$348,000.00	\$310,890.23	Aaa	AA+	3.88%	08/15/2029	1598	5,462.65	\$316,352.88	\$803.65	\$317,156.53
US TREASURY NOTE	US TREASURY NOTE	12/06/2024	\$1,780,000.00	\$1,761,927.84	Aaa	AA+	3.95%	11/30/2029	1705	12,643.16	\$1,774,571.00	\$23,143.97	\$1,797,714.97
US TREASURY NOTE	US TREASURY NOTE	01/08/2025	\$1,520,000.00	\$1,480,758.22	Aaa	AA+	3.95%	11/30/2029	1705	34,605.78	\$1,515,364.00	\$19,715.23	\$1,535,079.23
US TREASURY NOTE	US TREASURY NOTE	02/19/2025	\$6,493,000.00	\$5,783,103.51	Aaa	AA+	3.88%	08/15/2029	1598	119,423.07	\$5,902,526.58	\$13,059.27	\$5,915,585.85
			\$72,421,000.00	\$68,290,761.62						\$1,614,095.61	\$69,904,857.23	\$215,460.24	\$70,120,317.47
		Subtotal	\$124,195,900.00	\$117,537,557.82						\$1,243,369.44	\$118,780,927.26	\$514,418.70	\$119,295,345.96

SISC INVESTMENT POOL
 JAN-MAR 2025
 MADISON INVESTMENT SUMMARY REPORT

Type of Investment	Issuer	Purchase Date	Par/Face Value	Dollar Amt Invested (cost)	Security Rating Moody's	Security Rating S & P	YTM Current Quarter 3/31/2025	Maturity Date	Days to Maturity	Incep-to-Date UNREALIZED Gain/(Loss) (Mkt Vlu-Cost)	Market Value Current Qtr 3/31/2025	Accrued Interest	Ending Portfolio Value (Mkt + Acc Int)
MONEY MARKET	MONEY MARKET		\$488,426.71	\$488,426.71			0.00%				\$488,426.71	\$9,385.06	\$497,811.77
				\$2,450,009.53	Principal Pay Downs					(\$2,450,009.53)			
Total		\$124,684,326.71	\$120,475,994.06							(\$1,206,640.09)	\$119,269,353.97	\$523,803.76	\$119,793,157.73

Percentage of Portfolio (by type)	
CORPORATE BOND	27.57%
US TREASURY NOTE	58.53%
MORTGAGE PASSTHRU	13.48%
MONEY MARKET	0.42%
<hr/>	
	100.000%

Portfolio	Weighted
Yield to Maturity	4.11%
Avg. Maturity	896

Cash Invested:	\$67,597,209.22
Inception-to-Date return	\$52,195,948.51
(Includes earnings +/- change in market value)	

SISC II's proportionate share of Ending Portfolio Value \$27,098,192

NOTES:

- 1) Self-Insured Schools of California's investment portfolio is in compliance with the SISC Investment Policy
- 2) To the best of our knowledge and belief at this date, SISC has sufficient liquidity to meet its cash requirements for the next six months.
- 3) The source of security market value and the accrued interest is the monthly statement provided by US Bank.
- 4) Please refer to the attached for a description of the investments managed by the Kern County Treasurer and LAIF.

SISC II
JAN-MAR 2025
WELLS FARGO ADVISORS INVESTMENT SUMMARY REPORT - RICH EDWARDS

3/31/2025

Type of Investment	Issuer	Purchase Date	Par/Face Value	Dollar Amt Invested (cost)	Security Rating Moody's	Security Rating S & P	YTM Current Quarter 3/31/2025	Maturity Date	Days to Maturity	Incept-toDate UNREALIZED Gain/(Loss) (Mkt Vlu-Cost)	Market Value Current Qtr 3/31/2025	Accrued Interest	Ending Portfolio Value (Mkt + Acc Int)
Federal Agency	FANNIE MAE	12/15/2020	\$500,000.00	\$509,715.00	AAA	AA+	4.246%	4/22/2025	22	(\$10,805.00)	\$498,910.00	\$1,380.21	\$500,290.21
Federal Agency	FEDERAL NATL MTG	7/12/2021	\$500,000.00	\$498,740.00	AAA	AA+	4.224%	8/25/2025	147	(\$6,425.00)	\$492,315.00	\$187.50	\$492,502.50
Federal Agency	FHLMC	1/20/2022	\$1,000,000.00	\$983,110.00	AAA	AA+	4.227%	4/21/2025	21	\$14,840.00	\$997,950.00	\$2,933.33	\$1,000,883.33
Federal Agency	FHLB	1/20/2022	\$1,000,000.00	\$995,980.00	AAA	AA+	4.134%	5/22/2026	417	(\$27,050.00)	\$968,930.00	\$4,837.50	\$973,767.50
Federal Agency	FHLB	2/23/2022	\$1,000,000.00	\$998,000.00	AAA	AA+	4.154%	2/18/2026	324	(\$19,480.00)	\$978,520.00	\$2,018.61	\$980,538.61
Federal Agency	FNMA	4/18/2022	\$1,500,000.00	\$1,477,125.00	AAA	AA+	4.054%	4/24/2026	389	(\$7,305.00)	\$1,469,820.00	\$13,901.04	\$1,483,721.04
Federal Agency	FHLB	5/26/2022	\$500,000.00	\$499,105.00	AAA	AA+	4.014%	6/12/2026	438	(\$7,975.00)	\$491,130.00	\$3,784.72	\$494,914.72
Federal Agency	FHLB	5/26/2022	\$500,000.00	\$511,168.04	AAA	AA+	3.972%	6/12/2026	438	(\$16,133.04)	\$495,035.00	\$4,730.90	\$499,765.90
Federal Agency	FFCB	6/23/2022	\$1,000,000.00	\$941,700.00	AAA	AA+	4.131%	1/13/2026	288	\$37,100.00	\$978,800.00	\$3,033.33	\$981,833.33
Federal Agency	FFCB	6/23/2022	\$1,000,000.00	\$947,961.12	AAA	AA+	4.170%	1/27/2026	302	\$31,138.88	\$979,100.00	\$2,844.44	\$981,944.44
Federal Agency	FHLB	9/28/2022	\$500,000.00	\$470,180.36	AAA	AA+	3.969%	12/11/2026	620	\$18,774.64	\$488,955.00	\$4,010.42	\$492,965.42
Federal Agency	FHLB	9/29/2022	\$500,000.00	\$482,180.00	AAA	AA+	3.975%	12/11/2026	620	\$9,810.00	\$491,990.00	\$4,583.33	\$496,573.33
Federal Agency	FFCB	1/27/2023	\$1,000,000.00	\$1,002,100.00	AAA	AA+	3.949%	4/26/2027	756	(\$8,550.00)	\$993,550.00	\$15,607.64	\$1,009,157.64
Federal Agency	FFCB	3/27/2023	\$750,000.00	\$771,375.00	AAA	AA+	4.009%	11/23/2026	602	(\$18,495.00)	\$752,880.00	\$11,333.33	\$764,213.33
Federal Agency	FHLB	4/26/2023	\$2,000,000.00	\$2,061,860.00	AAA	AA+	3.915%	12/10/2027	984	(\$44,680.00)	\$2,017,180.00	\$26,208.33	\$2,043,388.33
Federal Agency	FHLB	1/23/2024	\$2,000,000.00	\$2,013,500.00	AAA	AA+	4.337%	1/19/2029	1390	(\$12,580.00)	\$2,000,920.00	\$17,400.00	\$2,018,320.00
Federal Agency	FHLB	4/24/2024	\$500,000.00	\$500,245.00	AAA	AA+	4.764%	10/2/2028	1281	\$1,545.00	\$501,790.00	\$12,119.79	\$513,909.79
Federal Agency	FHLMC	7/25/2024	\$2,500,000.00	\$2,478,075.00	AAA	AA+	4.266%	7/18/2029	1570	\$8,225.00	\$2,486,300.00	\$21,545.14	\$2,507,845.14
Federal Agency	FNMA MTN	2/12/2025	\$2,000,000.00	\$1,994,980.00	AAA	AA+	4.264%	11/26/2029	1701	(\$4,720.00)	\$1,990,260.00	\$29,513.89	\$2,507,845.14
Federal Agency	FHLB	3/14/2025	\$2,000,000.00	\$2,013,500.00	AAA	AA+	4.141%	3/8/2030	1803	(\$6,980.00)	\$2,006,520.00	\$4,841.67	\$2,507,845.14
			\$22,250,000.00	\$22,150,599.52						(\$69,744.52)	\$22,080,855.00	\$186,815.12	\$23,252,224.84
Treasury	US TREASURY	12/19/2022	\$500,000.00	\$512,359.38	AAA	AA+	3.881%	9/30/2027	913	(\$9,449.38)	\$502,910.00	\$56.35	\$502,966.35
Treasury	US TREASURY	11/20/2024	\$1,500,000.00	\$1,502,320.32	AAA	AA+	4.104%	10/31/2029	1675	\$8,689.68	\$1,511,010.00	\$25,837.91	\$1,536,847.91
Treasury	US TREASURY BILL	11/21/2024	\$5,000,000.00	\$4,914,708.35	AAA	AA+	0.002%	4/17/2025	17	\$75,841.65	\$4,990,550.00	\$0.00	\$4,990,550.00
Treasury	US TREASURY BILL	12/19/2024	\$5,000,000.00	\$4,918,179.15	AAA	AA+	0.004%	5/15/2025	45	\$55,970.85	\$4,974,150.00	\$0.00	\$4,974,150.00
Treasury	US TREASURY BILL	1/16/2025	\$8,000,000.00	\$7,868,680.00	AAA	AA+	0.007%	6/12/2025	73	\$64,280.00	\$7,932,960.00	\$0.00	\$7,932,960.00
Treasury	US TREASURY BILL	2/13/2025	\$5,000,000.00	\$4,916,790.85	AAA	AA+	0.009%	7/10/2025	101	\$25,109.15	\$4,941,900.00	\$0.00	\$4,941,900.00
Treasury	US TREASURY BILL	3/6/2025	\$5,000,000.00	\$4,914,698.60	AAA	AA+	0.012%	8/7/2025	129	\$11,351.40	\$4,926,050.00	\$0.00	\$4,926,050.00
			\$30,000,000.00	\$29,547,736.65						\$231,793.36	\$29,779,530.00	\$25,894.26	\$29,805,424.26
Corpoate Note	MICROSOFT CORP	2/15/2022	\$500,000.00	\$521,825.00	AAA	AAA	4.167%	11/3/2025	217	(\$24,885.00)	\$496,940.00	\$6,423.61	\$503,363.61
Corpoate Note	CHEVRON CORP	2/15/2022	\$500,000.00	\$522,890.00	AA2	AA-	4.244%	11/17/2025	231	(\$25,755.00)	\$497,135.00	\$6,190.06	\$503,325.06
Corpoate Note	JOHN DEERE CORP.	7/26/2022	\$500,000.00	\$493,565.00	A2	A	4.170%	6/10/2026	436	(\$2,420.00)	\$491,145.00	\$4,085.42	\$495,230.42
Corpoate Note	APPLIED MATERIALS INC	9/20/2022	\$500,000.00	\$499,880.00	A2	A	4.452%	10/1/2025	184	(\$1,255.00)	\$498,625.00	\$9,750.00	\$508,375.00
Corpoate Note	MORGAN STANLEY	1/31/2023	\$500,000.00	\$488,250.00	A1	A-	4.261%	1/20/2027	660	\$6,215.00	\$494,465.00	\$3,574.65	\$498,039.65
Corpoate Note	TOYOTA MOTOR	6/29/2023	\$500,000.00	\$500,205.00	A1	A+	4.338%	1/12/2028	1017	\$3,560.00	\$503,765.00	\$5,074.65	\$508,839.65
Corpoate Note	JOHN DEERE CAP	7/27/2023	\$1,000,000.00	\$1,004,690.00	A2	A	4.223%	2/20/2028	1056	\$9,680.00	\$1,014,370.00	\$9,368.06	\$1,023,738.06
Corpoate Note	MERRILL LYNCH	7/27/2023	\$700,000.00	\$765,282.00	A1	A-	4.513%	6/1/2028	1158	(\$18,914.00)	\$746,368.00	\$15,750.00	\$762,118.00
			\$4,700,000.00	\$4,796,587.00						(\$53,774.00)	\$4,742,813.00	\$60,216.45	\$4,803,029.45

3/31/2025

SISC II
 JAN-MAR 2025
 WELLS FARGO ADVISORS INVESTMENT SUMMARY REPORT - RICH EDWARDS

Type of Investment	Issuer	Purchase Date	Par/Face Value	Dollar Amt Invested (cost)	Security Rating Moody's	Security Rating S & P	YTM Current Quarter 3/31/2025	Maturity Date	Days to Maturity	Incept-toDate UNREALIZED Gain/(Loss) (Mkt Vlu-Cost)	Market Value Current Qtr 3/31/2025	Accrued Interest	Ending Portfolio Value (Mkt + Acc Int)
Money Market	Money Market		\$2,830,884.74	\$2,830,884.74			0.000%				\$2,830,884.74	\$9,495.31	\$2,840,380.05
		Grand Total	<u>\$59,780,884.74</u>	<u>\$59,325,807.90</u>						<u>\$108,274.84</u>	<u>\$59,434,082.74</u>	<u>\$282,421.14</u>	<u>\$60,701,058.60</u>

Percentage of Portfolio (by type)	
Federal Agency	38.31%
Treasury	49.10%
Corpoate Note	7.91%
Money Market	4.68%
	<u>100.00%</u>

Portfolio	Yield to Maturity	Weighted Avg. Maturity
	<u>2.03%</u>	<u>485</u>

Cash Invested:	
10/01/92	\$1,040,768.34
05/12/93	\$504,743.06
05/19/93	\$1,084,246.67
08/26/93	\$300,000.00
12/17/96	\$1,000,000.00
07/01/98	\$4,000,000.00
07/03/00	(\$5,000,000.00)
04/01/05	\$1,000,000.00
9/29/2005	\$2,000,000.00
1/6/2010	\$2,500,000.00
1/4/2012	\$4,000,000.00
1/13/2022	\$8,000,000.00
12/9/2022	\$8,000,000.00
8/25/2023	\$20,000,000.00
	<u>\$48,429,758.07</u>

NOTES:

- 1) Self-Insured Schools of California's investment portfolio is in compliance with the SISC Investment Policy
- 2) To the best of our knowledge and belief at this date, SISC has sufficient liquidity to meet its cash requirements for the next six months.
- 3) The source of security market value and accrued interest is the monthly statement provided by US Bank.
- 4) Please refer to the attached for a description of the investments managed by the Kern County Treasurer and LAIF.

(Includes earnings +/- change in market value)

May 13, 2025

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**TREASURER'S POOLED CASH PORTFOLIO REPORTING
FOR QUARTER ENDED MARCH 31, 2025**

Fiscal Impact: None

Interest earnings of the Treasurer-Tax Collector's pooled money investment program for the quarter ended March 31, 2025 were \$64,002,270.76. These earnings represented a net annualized yield of 3.75% on a \$7,092,115,871.98 net average daily balance of all money in the County Treasury for the same quarter. For reference, a comparable statement of interest earnings and pertinent statistical data, on a quarterly basis for the quarter ended March 31, 2025 is attached. The investment program generates millions of dollars of additional operating program revenue for the County, schools, and special purpose districts. Interest earnings were distributed to participating funds in the County Treasury and the information is available on our website.

The attached Pooled Cash Portfolio Analysis for quarter ended March 31, 2025 is presented at fair market value in accordance with Statement No. 31 of the Governmental Accounting Standards Board (GASB), Accounting and Financial Reporting for Certain Investments and for External Pools. The reporting at fair market value is for compliance with GASB 31 and not to be used for budgetary purposes, since actual fund value and interest allocated in the Treasurer's Pool are on an accrued accounting basis according to generally accepted principles.

California Government Code Section 53646 (b) (2) requires a report of "compliance with the statement of investment policy, or manner in which the portfolio is not in compliance". As of the report date, all investments were in compliance with State law and our Investment Policy adopted by the Board of Supervisors on December 10, 2024.

California Government Code Section 53646 (b) (3) requires a "statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months..." To the best of my knowledge, the Treasurer's Pooled Cash Portfolio has sufficient liquidity to meet its obligations for the next six months.

California Government Code Section 53646 (b)(1) requires disclosure of securities "under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund..." Kern County holds securities in various trust accounts held in custody by third parties. These trusts were created through debt issuance and serve to protect the County and the bondholders. A summary report of those trusts is attached for your review.

For your Board's information, all County agencies are required to provide the same public reporting to their governing bodies when investing funds derived from surplus monies and/or debt issuance. The only exception, by law, is for funds invested in the Local Agency Investment Fund (LAIF) or insured deposits of \$250,000 or less per institution.

I hereby certify that the investments herein are made in accordance with California Government Code Section 53635 and the Investment Policy of the Kern County Treasurer and Tax Collector as filed with the Board of Supervisors on December 10, 2024.

This information is also available on our website:

www.kcttc.co.kern.ca.us

Therefore, IT IS RECOMMENDED, that your Board receive and file this report.

Sincerely,

Jordan Kaufman
Treasurer and Tax Collector

Attachments

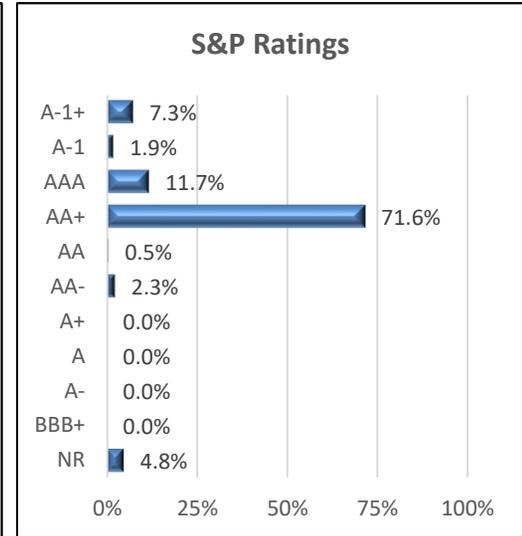
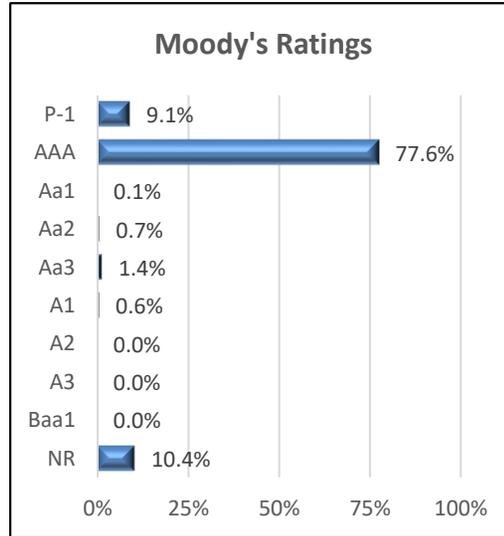
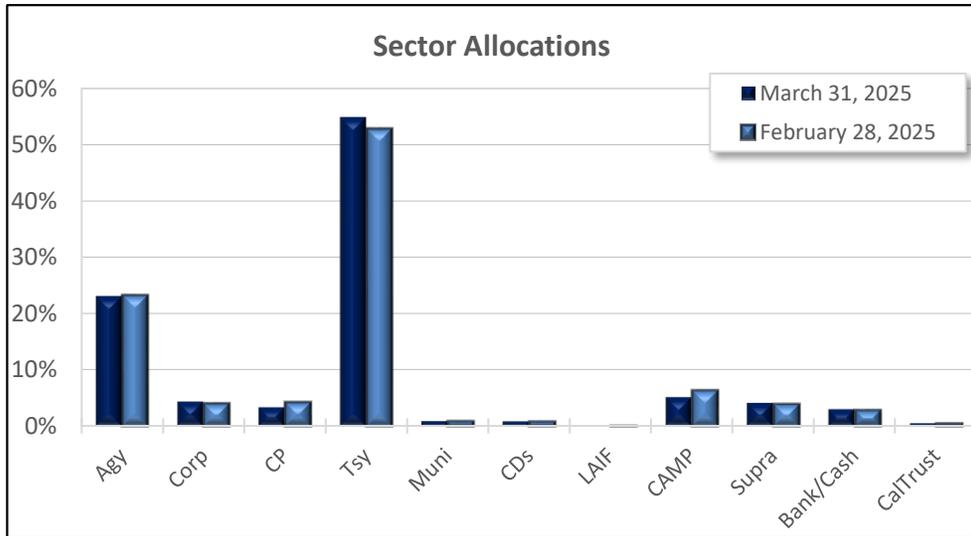
cc: County Administrative Officer
Auditor-Controller-County Clerk
All Interested Parties



Kern County Treasurer's Pooled Cash Portfolio Summary

3/31/2025

Sector	Par Amount	Original Cost	Market Value	Original Yield	% of Total Assets	Policy Limit Rating	Days to Maturity
Local Agency Investment Fund	1,908,525	1,908,525	1,908,525	3.43%	0.03%	\$75 Million	1
California Asset Management Program	365,494,604	365,494,604	365,494,604	4.47%	5.11%	10%	1
CalTRUST	35,790,780	35,790,780	35,790,780	4.41%	0.50%	10%	1
Money Markets	102,125,298	102,125,298	102,125,298	4.26%	1.43%	10%	1
Bank Sweep (ICS)	21,648,758	21,648,758	21,648,758	3.74%	0.30%	10%	1
U.S. Treasuries	4,020,000,000	3,885,977,930	3,922,467,825	3.49%	54.80%	100%	719
Federal Agencies	1,658,761,000	1,638,076,086	1,645,037,707	3.81%	22.98%	75%	566
Municipal Bonds	64,590,000	65,154,180	64,863,713	3.46%	0.91%	10%	1,260
Supranationals	299,794,000	293,082,806	296,569,601	4.15%	4.14%	10%	1,196
Negotiable CDs	60,000,000	60,000,000	60,013,701	4.56%	0.84%	30%	93
Commercial Paper	245,000,000	237,758,347	242,164,096	4.46%	3.38%	40%	96
Corporate Notes	317,215,000	309,432,960	310,391,001	2.81%	4.34%	30%	566
Total Securities	7,192,327,964	7,016,450,274	7,068,475,608	3.67%	98.75%		621
Total Cash	89,317,197	89,317,197	89,317,197		1.25%		
Total Assets	7,281,645,161	7,105,767,471	7,157,792,805		100.00%		





PMIA/LAIF Performance Report as of 05/07/25



Quarterly Performance Quarter Ended 3/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.48
LAIF Earnings Ratio ⁽²⁾ :	0.00012266258268207
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.000849191
PMIA Daily ⁽¹⁾ :	4.30
PMIA Quarter to Date ⁽¹⁾ :	4.34
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

April	4.281
March	4.313
February	4.333
January	4.366
December	4.434
November	4.477

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 3/31/25 \$156.8 billion

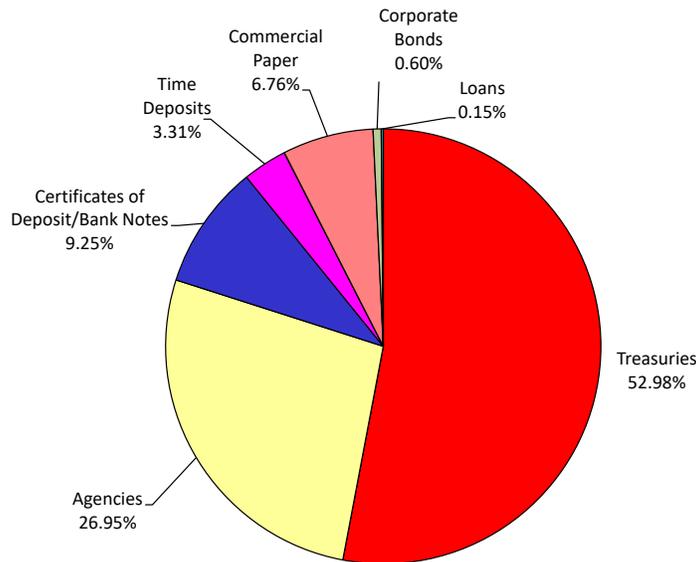


Chart does not include \$1,138,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



State of California Pooled Money Investment Account Market Valuation 3/31/2025

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 40,147,336,135.36	\$ 40,475,086,722.20	\$ 40,480,617,490.00	NA
Notes	\$ 42,918,275,329.21	\$ 42,905,793,758.30	\$ 43,039,332,894.00	\$ 377,246,656.00
Federal Agency:				
SBA	\$ 209,725,735.24	\$ 209,725,735.24	\$ 213,398,560.71	\$ 840,069.51
MBS-REMICs	\$ 1,137,937.87	\$ 1,137,937.87	\$ 1,127,788.60	\$ 4,964.16
Debentures	\$ 6,726,125,283.48	\$ 6,726,125,283.48	\$ 6,723,244,200.00	\$ 51,486,574.00
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 2,750,000,000.00	\$ 2,750,000,000.00	\$ 2,758,623,500.00	\$ 30,063,449.00
Discount Notes	\$ 29,244,125,236.00	\$ 29,523,194,138.66	\$ 29,512,185,000.00	NA
Supranational Debentures				
Supranational Debentures FR	\$ -	\$ -	\$ -	\$ -
CDs and YCDs FR				
Bank Notes	\$ -	\$ -	\$ -	\$ -
CDs and YCDs	\$ 14,500,000,000.00	\$ 14,500,000,000.00	\$ 14,500,669,836.83	\$ 173,222,847.19
Commercial Paper	\$ 10,600,784,777.74	\$ 10,703,897,041.65	\$ 10,704,693,041.66	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ 940,730,522.83	\$ 940,109,761.72	\$ 935,812,095.00	\$ 7,807,479.16
Repurchase Agreements				
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits				
PMIA & GF Loans	\$ 233,331,000.00	\$ 233,331,000.00	\$ 233,331,000.00	NA
TOTAL	\$ 156,792,480,530.54	\$ 157,488,514,435.26	\$ 157,622,252,206.80	\$ 659,837,165.52

Fair Value Including Accrued Interest

\$ 158,282,089,372.32

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.000849191)
As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,016,983.81 or \$20,000,000.00 x 1.000849191



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LOCAL AGENCY INVESTMENT FUND

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575	4.518	4.477	4.434
2025	4.366	4.333	4.313	4.281								

* Revised



May 13, 2025

TO: SISC Board of Directors

FROM: Robert J. Kretzmer
Director, Property & Liability

SUBJECT: Proposed Liability MOC changes for 2025/2026

A review of the current Liability MOC has prompted the following recommended changes for the 2025/2026 fiscal year.

- The Coverage Summary and the Declarations Page will be amended to include clarification language regarding the deductible applied for liability claims. The current Coverage Summary indicates that “A \$5,000 deductible is applicable per claimant (unless the district is eligible for and has adopted a higher general liability deductible.) Language will be added in the coverage summary to make it clear that the application of the general liability deductible is distinct from the Auto/Bus deductible which limits the application of a deductible not to exceed a maximum of three deductibles per accident.
- We are proposing the application of a higher deductible for damages or injuries resulting from the use of a bounce house. Our recommendation is for a \$25,000 deductible to be applied for districts with ADA under 4,000 and for a \$50,000 deductible to be applied for districts with an ADA of 4,000 or greater. Our goal here is to discourage the use of bounce houses on school premises.
- We are also proposing a change in the wording under the General Liability Declarations page related to deductible application. The current declarations page references the following: “A \$25,000 deductible will apply to claims and/or suits resulting from *childhood sexual abuse* for districts with ADA of below 4,000. A \$50,000 deductible will apply for districts with ADA of 4,000 or above.” The proposed change in language will make the wording consistent with the language found under Endorsement #4 which addresses the coverage afforded under Coverage H by way of endorsement. Further consultation with coverage counsel will take place before finalization of the language to be used.

We see not other sections of the Liability MOC needing revision at this time.

AMENDED IN SENATE APRIL 28, 2025
AMENDED IN SENATE MARCH 26, 2025

SENATE BILL

No. 577

Introduced by ~~Senator Laird~~ *Senators Laird and Allen*

February 20, 2025

An act to amend Sections 128.5, 340.1, 340.11, 864, and 1038 ~~of of,~~ and to add Sections 340.12 and 341.95, to, the Code of Civil Procedure, to amend Sections 41320, 41329.52, and 41329.53 of, and to add Chapter 5 (commencing with Section 14560) to Part 9 of Division 1 of Title 1 of, the Education Code, and to amend Section 977.8 of the Government Code, relating to ~~civil actions~~. state government.

LEGISLATIVE COUNSEL'S DIGEST

SB 577, as amended, Laird. ~~Civil actions~~. State Government.

(1) Existing law authorizes a trial court to order a party, the party's attorney, or both, to pay the reasonable expense incurred by another party as a result of bad-faith actions or tactics, as defined. Existing law provides the court may also award sanctions, as specified. Existing law provides that where the bad faith actions or tactics involve the filing of a pleading that can be withdrawn or corrected, the filing party shall be provided 21 days in order to do so, prior to award of sanctions against the filing party, as specified.

This bill would provide that bad-faith actions or tactics used on or after January 1, 2026, in certain civil actions against public entities, do not benefit from the 21-day safe harbor period to withdraw or correct the bad-faith filings prior to the award of sanctions.

(1)

(2) Existing law ~~provides~~ requires that ~~there is no time limit for commencement of certain~~ specified actions for recovery of damages

suffered as a result of childhood sexual assault, including an action for liability against any person or entity who owed a duty of care to the plaintiff and an action for liability against any person or entity for an intentional act that was the legal cause of the childhood sexual assault. ~~assault that occurred before January 1, 2024 be commenced within 22 years of the date the plaintiff attains the age of majority or within 5 years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after the age of majority was caused by the sexual assault, whichever period expires later. Existing law provides that there is no time limit for commencement of such actions for recovery of damages suffered as a result of childhood sexual assault which occurred on or after January 1, 2024. Actions subject to these time limits include actions for liability against any person or entity who owed a duty of care to the plaintiff and an action for liability against any person or entity for an intentional act that was the legal cause of the childhood sexual assault. Existing law provides that in actions against entities for violation of a duty of care, the plaintiff must establish that the entity acted wrongfully or negligently.~~

~~This bill would prohibit a plaintiff from refileing an action of the type described above that was dismissed without prejudice if more than 5 years have passed since the filing date of the dismissed action.~~

This bill would shorten the amount of time a victim of childhood sexual assault that occurred before January 1, 2024 would have to file a specified action to 22 years from the date the plaintiff attains the age of majority or within 3 years of the date the plaintiff discovers or reasonably should have discovered that psychological injury or illness occurring after the age of majority was caused by the sexual assault, whichever period expires later. This bill would, for actions filed on or after April 15, 2025, against a public entity by a plaintiff who is 40 years of age or older, increase the standard of liability to gross negligence. For all cases against a public entity filed on or after April 15, 2025, this bill would provide factors that courts must consider when reviewing motions for remittitur and would authorize a court to structure judgments against public entities so that they could be paid over time.

This bill would require all cases filed by victims of childhood sexual assault that occurred at the MacLaren Children's Center or any juvenile probation facility or detention center operated by the Los Angeles County Probation Department that was closed before or on January 1, 2020, be filed on or before January 1, 2026. This bill specifies that the procedural requirements that typically apply to such causes of action,

including the requirement that plaintiffs who file their claims at the age of 40 or greater file a certificate of merit, as specified, also apply to these specific cases. This bill would require that in these cases, certificates of merit along with additional information shall be provided to a court-appointed special master. This bill would prohibit a special master from distributing funds pursuant to a settlement agreement until all of those requirements have been satisfied.

(2)

(3) Under existing law, bonds, warrants, contracts, obligations, and evidences of indebtedness, for the purpose of validating proceedings, are deemed to be in existence upon their authorization, as specified.

This bill would provide that, for purposes of determining the validity of refunding bonds to refund a tort action judgment entered against a public entity, as specified, indebtedness is deemed to be in existence on the date of the public entity's adoption of a resolution or ordinance that satisfies specified conditions.

(3)

(4) Existing law permits a defendant or a cross-defendant in a civil proceeding under the Government Claims Act, or in any civil action for indemnity or contribution, to seek from the court, at the time of the granting of a motion for summary judgment, directed verdict, motion for judgment in a nonjury trial, or nonsuit dismissing the moving party other than the plaintiff, petitioner, cross-complainant, or intervenor, a determination of whether the plaintiff, petitioner, cross-complainant, or intervenor brought their proceeding in good faith and with reasonable cause. If the court determines that the proceeding was not brought in good faith or with reasonable cause, existing law requires the court to decide the reasonable and necessary defense costs incurred by the party opposing the proceeding and to render judgment in favor of that party. Existing law applies these provisions only if the defendant or cross-defendant has made a motion for summary judgment, a motion for directed verdict, a motion for judgment in a nonjury trial, or nonsuit.

This bill would expand the above provision to apply to a demurrer brought by a defendant or cross-defendant.

(5) *Existing law, the California School Finance Authority Act, authorizes a participating party, as defined, in connection with securing financing or refinancing of a project, or working capital, as defined, to elect to provide for funding payments of bonds issued by the California School Finance Authority and related obligations by electing to participate in a state or local intercept, or both, by an action of its*

governing board. Existing law requires the Controller, the county treasurer, or other appropriate county fiscal officer, as applicable, upon receipt of written notice provided by the participating party, to make an apportionment or revenue transfer from specified moneys designated for apportionment to the participating party.

This bill would provide a similar authorization to a participating party, as defined, in connection with securing financing, refinancing, or refunding of a public debt obligation, as defined, to elect to provide for funding payments of the public debt obligation by electing to participate in a state or local intercept, or both, by an action of its governing board. The bill would require the Controller, the county treasurer, or other appropriate county fiscal officer, as applicable, upon receipt of written notice provided by the participating party, to make an apportionment or revenue transfer from specified moneys designated for apportionment to the participating party, as provided. The bill would authorize, and not require, a county to participate in local intercepts under these provisions. The bill would require a participating party to certify the payment schedule, as specified. By expanding the crime of perjury, this bill would impose a state-mandated local program.

(6) Existing law authorizes the governing board of a school district that determines during a fiscal year that its revenues are less than the amount necessary to meet its current year expenditure obligations to request an emergency apportionment through the Superintendent of Public Instruction, subject to specified requirements. Existing law prescribes the financing conditions on emergency apportionments, including a requirement for a school district to develop a schedule to repay the emergency loan, which the county superintendent of schools is required to review, comment on, and submit to the Superintendent for approval.

Existing law authorizes emergency apportionments to be provided through an interim loan from the General Fund and lease financing to be made available by the California Infrastructure and Economic Development Bank, which is authorized to issue bonds for purposes of the emergency apportionments and related costs. Existing law prohibits the term of the lease from exceeding 20 years, except as specified. Existing law authorizes, as an alternative to lease financing, emergency apportionments to be provided from the General Fund. Existing law requires the emergency apportionment to be repaid within 20 years.

This bill would require the school district to consult the county superintendent of schools and the County Office Fiscal Crisis and Management Assistance Team in developing the repayment schedule and would require the county superintendent of schools to submit the repayment schedule to the Department of Finance, instead of the Superintendent, for approval. The bill would extend the maximum term of a lease or for repayment of an emergency apportionment to 30 years. The bill would require the determination of the term to be made by the Department of Finance, in consultation with the school district, the county superintendent of schools, the Superintendent, and the County Office Fiscal Crisis and Management Assistance Team and would require the determination to take into consideration specified factors. To the extent the bill imposes new duties on county superintendents of schools, the bill would impose a state-mandated local program.

(7) Existing law authorizes the governing board of a local taxing entity to deem it necessary for the local taxing entity to incur a bonded indebtedness to fund all or any portion of an outstanding judgment against the entity by adoption of a resolution that includes, among other things, the date of the special election of the local taxing entity that a proposition on the matter shall be submitted to the voters. If 2/3 or more of the votes cast upon the proposition at the election are in favor of incurring the bonded indebtedness, the board may issue the bonds at the time or times it deems proper and may sell the bonds at the times or in the manner the board deems to be to the public interest. Existing law authorizes a public agency to bring an action to determine the validity of bonds pursuant to specified procedures. Existing law establishes that, for purposes of those procedures, bonds shall be deemed to be in existence upon their authorization and authorized as of the date of adoption by the governing body of the public agency of a resolution or ordinance authorizing their issuance.

This bill would authorize a local public entity to initiate an action to determine the validity of those bonds before a judgment in a tort action against the local taxing entity necessitating the bonded indebtedness has been entered and endow bonds to fund all or any portion of an outstanding judgment against a local taxing entity with a rebuttable presumption of validity in an action described above.

(8) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, with regard to certain mandates, no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 128.5 of the Code of Civil Procedure is
2 amended to read:

3 128.5. (a) A trial court may order a party, the party's attorney,
4 or both, to pay the reasonable expenses, including attorney's fees,
5 incurred by another party as a result of actions or tactics, made in
6 bad faith, that are frivolous or solely intended to cause unnecessary
7 delay. This section also applies to judicial arbitration proceedings
8 under Chapter 2.5 (commencing with Section 1141.10) of Title 3
9 of Part 3.

10 (b) For purposes of this section:

11 (1) "Actions or tactics" include, but are not limited to, the
12 making or opposing of motions or the filing and service of a
13 complaint, cross-complaint, answer, or other responsive pleading.
14 The mere filing of a complaint without service thereof on an
15 opposing party does not constitute "actions or tactics" for purposes
16 of this section.

17 (2) "Frivolous" means totally and completely without merit or
18 for the sole purpose of harassing an opposing party.

1 (c) Expenses pursuant to this section shall not be imposed except
2 on notice contained in a party's moving or responding papers or,
3 on the court's own motion, after notice and opportunity to be heard.
4 An order imposing expenses shall be in writing and shall recite in
5 detail the action or tactic or circumstances justifying the order.

6 (d) In addition to any award pursuant to this section for an action
7 or tactic described in subdivision (a), the court may assess punitive
8 damages against the plaintiff on a determination by the court that
9 the plaintiff's action was an action maintained by a person
10 convicted of a felony against the person's victim, or the victim's
11 heirs, relatives, estate, or personal representative, for injuries
12 arising from the acts for which the person was convicted of a
13 felony, and that the plaintiff is guilty of fraud, oppression, or malice
14 in maintaining the action.

15 (e) This section shall not apply to disclosures and discovery
16 requests, responses, objections, and motions.

17 (f) Sanctions ordered pursuant to this section shall be ordered
18 pursuant to the following conditions and procedures:

19 (1) If, after notice and a reasonable opportunity to respond, the
20 court issues an order pursuant to subdivision (a), the court may,
21 subject to the conditions stated below, impose an appropriate
22 sanction upon the party, the party's attorneys, or both, for an action
23 or tactic described in subdivision (a). In determining what
24 sanctions, if any, should be ordered, the court shall consider
25 whether a party seeking sanctions has exercised due diligence.

26 (A) A motion for sanctions under this section shall be made
27 separately from other motions or requests and shall describe the
28 specific alleged action or tactic, made in bad faith, that is frivolous
29 or solely intended to cause unnecessary delay.

30 (B) If the alleged action or tactic is the making or opposing of
31 a written motion or the filing and service of a complaint,
32 cross-complaint, answer, or other responsive pleading that can be
33 withdrawn or appropriately corrected, a notice of motion shall be
34 served as provided in Section 1010, but shall not be filed with or
35 presented to the court, unless 21 days after service of the motion
36 or any other period as the court may prescribe, the challenged
37 action or tactic is not withdrawn or appropriately corrected.

38 (C) If warranted, the court may award to the party prevailing
39 on the motion the reasonable expenses and attorney's fees incurred
40 in presenting or opposing the motion. Absent exceptional

1 circumstances, a law firm shall be held jointly responsible for
2 violations committed by its partners, associates, and employees.

3 (D) If the alleged action or tactic is the making or opposing of
4 a written motion or the filing and service of a complaint,
5 cross-complaint, answer, or other responsive pleading that can be
6 withdrawn or appropriately corrected, the court on its own motion
7 may enter an order describing the specific action or tactic, made
8 in bad faith, that is frivolous or solely intended to cause
9 unnecessary delay, and direct an attorney, law firm, or party to
10 show cause why it has made an action or tactic as defined in
11 subdivision (b), unless, within 21 days of service of the order to
12 show cause, the challenged action or tactic is withdrawn or
13 appropriately corrected.

14 (2) An order for sanctions pursuant to this section shall be
15 limited to what is sufficient to deter repetition of the action or
16 tactic or comparable action or tactic by others similarly situated.
17 Subject to the limitations in subparagraphs (A) and (B), the
18 sanction may consist of, or include, directives of a nonmonetary
19 nature, an order to pay a penalty into court, or, if imposed on
20 motion and warranted for effective deterrence, an order directing
21 payment to the movant of some or all of the reasonable attorney's
22 fees and other expenses incurred as a direct result of the action or
23 tactic described in subdivision (a).

24 (A) Monetary sanctions may not be awarded against a
25 represented party for a violation of presenting a claim, defense,
26 and other legal contentions that are warranted by existing law or
27 by a nonfrivolous argument for the extension, modification, or
28 reversal of existing law or the establishment of new law.

29 (B) Monetary sanctions may not be awarded on the court's
30 motion unless the court issues its order to show cause before a
31 voluntary dismissal or settlement of the claims made by or against
32 the party that is, or whose attorneys are, to be sanctioned.

33 (g) A motion for sanctions brought by a party or a party's
34 attorney primarily for an improper purpose, such as to harass or
35 to cause unnecessary delay or needless increase in the cost of
36 litigation, shall itself be subject to a motion for sanctions. It is the
37 intent of the Legislature that courts shall vigorously use its sanction
38 authority to deter the improper actions or tactics or comparable
39 actions or tactics of others similarly situated.

1 (h) The liability imposed by this section is in addition to any
2 other liability imposed by law for acts or omissions within the
3 purview of this section.

4 (i) This section applies to actions or tactics that were part of a
5 civil case filed on or after January 1, 2015.

6 (j) *In a civil case filed on or after January 1, 2026,*
7 *subparagraphs (B) and (D) of paragraph (1) of subdivision (f) do*
8 *not apply to motions under this section if the moving party is a*
9 *public entity and all of the following apply:*

10 (1) *The complainant or cross-complainant is represented by*
11 *counsel.*

12 (2) *The public entity attempted to meet and confer with counsel*
13 *for the complainant or cross-complainant prior to filing any*
14 *dispositive motion, including but not limited to, a demurrer.*

15 (3) *The complaint or cross-complaint involves an action for*
16 *dangerous condition of public property where the public entity*
17 *has disclaimed ownership of the property or an action alleging*
18 *negligence of a public entity employee where the public entity has*
19 *asserted that the person identified is not a public entity employee,*
20 *and, as part of the meet and confer process, the public entity*
21 *provided counsel for the complainant or cross-complainant with*
22 *a declaration under penalty of perjury disclaiming ownership of*
23 *the public property at issue or confirming the person was not an*
24 *employee or agent of the public entity.*

25 (4) *Counsel for the complainant or cross-complainant failed to*
26 *meaningfully participate in the meet and confer effort initiated by*
27 *counsel for the public entity before the public entity filed the*
28 *dispositive motion.*

29 **SECTION 1.**

30 **SEC. 2.** Section 340.1 of the Code of Civil Procedure is
31 amended to read:

32 340.1. (a) There is no time limit for the commencement of
33 any of the following actions for recovery of damages suffered as
34 a result of childhood sexual assault:

35 (1) An action against any person for committing an act of
36 childhood sexual assault.

37 (2) An action for liability against any person or entity who owed
38 a duty of care to the plaintiff, if a wrongful or negligent act by that
39 person or entity was a legal cause of the childhood sexual assault
40 that resulted in the injury to the plaintiff.

1 (3) An action for liability against any person or entity if an
2 intentional act by that person or entity was a legal cause of the
3 childhood sexual assault that resulted in the injury to the plaintiff.

4 (b) (1) In an action described in subdivision (a), a person who
5 is sexually assaulted and proves it was as the result of a cover up
6 may recover up to treble damages against a defendant who is found
7 to have covered up the sexual assault of a minor, unless prohibited
8 by another law.

9 (2) For purposes of this subdivision, a “cover up” is a concerted
10 effort to hide evidence relating to childhood sexual assault.

11 (c) “Childhood sexual assault” as used in this section includes
12 any act committed against the plaintiff that occurred when the
13 plaintiff was under ~~the age of 18 years~~ *18 years of age* and that
14 would have been proscribed by Section 266j of the Penal Code;
15 Section 285 of the Penal Code; paragraph (1) or (2) of subdivision
16 (b), or of subdivision (c), of Section 286 of the Penal Code;
17 subdivision (a) or (b) of Section 288 of the Penal Code; paragraph
18 (1) or (2) of subdivision (b), or of subdivision (c), of Section 287
19 or of former Section 288a of the Penal Code; subdivision (h), (i),
20 or (j) of Section 289 of the Penal Code; any sexual conduct as
21 defined in paragraph (1) of subdivision (d) of Section 311.4 of the
22 Penal Code; Section 647.6 of the Penal Code; or any prior laws of
23 this state of similar effect at the time the act was committed. This
24 subdivision does not limit the availability of causes of action
25 permitted under subdivision (a), including causes of action against
26 persons or entities other than the alleged perpetrator of the abuse.

27 (d) This section shall not be construed to alter the otherwise
28 applicable burden of proof, as defined in Section 115 of the
29 Evidence Code, that a plaintiff has in a civil action subject to this
30 section.

31 (e) Every plaintiff 40 years of age or older at the time the action
32 is filed shall file certificates of merit as specified in subdivision
33 (f).

34 (f) Certificates of merit setting forth the facts that support the
35 declaration shall be executed by the attorney for the plaintiff and
36 by a licensed mental health practitioner selected by the plaintiff
37 declaring, respectively, as follows:

38 (1) That the attorney has reviewed the facts of the case,
39 consulted with at least one mental health practitioner who the
40 attorney reasonably believes is knowledgeable of the relevant facts

1 and issues involved in the particular action, and concluded on the
2 basis of that review and consultation that there is reasonable and
3 meritorious cause for the filing of the action.

4 (2) That the mental health practitioner consulted is licensed to
5 practice and practices in this state and is not a party to the action,
6 that the practitioner is not treating and has not treated the plaintiff,
7 and that the practitioner has interviewed the plaintiff and is
8 knowledgeable of the relevant facts and issues involved in the
9 particular action, and has concluded, on the basis of the
10 practitioner's knowledge of the facts and issues, that in the
11 practitioner's professional opinion there is a reasonable basis to
12 believe that the plaintiff had been subject to childhood sexual
13 abuse.

14 (g) If certificates are required pursuant to subdivision (e), the
15 attorney for the plaintiff shall execute a separate certificate of merit
16 for each defendant named in the complaint.

17 (h) In any action subject to subdivision (e), a defendant shall
18 not be served, and the duty to serve a defendant with process does
19 not attach, until the court has reviewed the certificates of merit
20 filed pursuant to subdivision (f) with respect to that defendant, and
21 has found, in camera, based solely on those certificates of merit,
22 that there is reasonable and meritorious cause for the filing of the
23 action against that defendant. At that time, the duty to serve that
24 defendant with process shall attach.

25 (i) A violation of this section may constitute unprofessional
26 conduct and may be the grounds for discipline against the attorney.

27 (j) The failure to file certificates in accordance with this section
28 shall be grounds for a demurrer pursuant to Section 430.10 or a
29 motion to strike pursuant to Section 435.

30 (k) In any action subject to subdivision (e), a defendant shall
31 be named by "Doe" designation in any pleadings or papers filed
32 in the action until there has been a showing of corroborative fact
33 as to the charging allegations against that defendant.

34 (l) At any time after the action is filed, the plaintiff may apply
35 to the court for permission to amend the complaint to substitute
36 the name of the defendant or defendants for the fictitious
37 designation, as follows:

38 (1) The application shall be accompanied by a certificate of
39 corroborative fact executed by the attorney for the plaintiff. The
40 certificate shall declare that the attorney has discovered one or

1 more facts corroborative of one or more of the charging allegations
2 against a defendant or defendants, and shall set forth in clear and
3 concise terms the nature and substance of the corroborative fact.
4 If the corroborative fact is evidenced by the statement of a witness
5 or the contents of a document, the certificate shall declare that the
6 attorney has personal knowledge of the statement of the witness
7 or of the contents of the document, and the identity and location
8 of the witness or document shall be included in the certificate. For
9 purposes of this section, a fact is corroborative of an allegation if
10 it confirms or supports the allegation. The opinion of any mental
11 health practitioner concerning the plaintiff shall not constitute a
12 corroborative fact for purposes of this section.

13 (2) If the application to name a defendant is made before that
14 defendant's appearance in the action, neither the application nor
15 the certificate of corroborative fact by the attorney shall be served
16 on the defendant or defendants, nor on any other party or their
17 counsel of record.

18 (3) If the application to name a defendant is made after that
19 defendant's appearance in the action, the application shall be served
20 on all parties and proof of service provided to the court, but the
21 certificate of corroborative fact by the attorney shall not be served
22 on any party or their counsel of record.

23 (m) The court shall review the application and the certificate of
24 corroborative fact in camera and, based solely on the certificate
25 and any reasonable inferences to be drawn from the certificate,
26 shall, if one or more facts corroborative of one or more of the
27 charging allegations against a defendant has been shown, order
28 that the complaint may be amended to substitute the name of the
29 defendant or defendants.

30 (n) The court shall keep under seal and confidential from the
31 public and all parties to the litigation, other than the plaintiff, any
32 and all certificates of corroborative fact filed pursuant to
33 subdivision (l).

34 (o) Upon the favorable conclusion of the litigation with respect
35 to any defendant for whom a certificate of merit was filed or for
36 whom a certificate of merit should have been filed pursuant to this
37 section, the court may, upon the motion of a party or upon the
38 court's own motion, verify compliance with this section by
39 requiring the attorney for the plaintiff who was required by
40 subdivision (f) to execute the certificate to reveal the name, address,

1 and telephone number of the person or persons consulted with
2 pursuant to subdivision (f) that were relied upon by the attorney
3 in preparation of the certificate of merit. The name, address, and
4 telephone number shall be disclosed to the trial judge in camera
5 and in the absence of the moving party. If the court finds there has
6 been a failure to comply with this section, the court may order a
7 party, a party's attorney, or both, to pay any reasonable expenses,
8 including attorney's fees, incurred by the defendant for whom a
9 certificate of merit should have been filed.

10 (p) This section applies to any claim in which the childhood
11 sexual assault occurred on and after January 1, 2024.
12 Notwithstanding any other law, a claim for damages based on
13 conduct described in paragraphs (1) ~~through~~ to (3), inclusive, of
14 subdivision (a), in which the childhood sexual assault occurred on
15 or before December 31, ~~2023~~ 2023, may only be commenced
16 pursuant to the applicable statute of limitations set forth in existing
17 law as it read on December 31, 2023.

18 (q) Notwithstanding any other law, including ~~Chapter 1 of Part~~
19 ~~3 of Division 3.6 of Title 1 of the Government Code (commencing~~
20 ~~with Section 900) Chapter 1 (commencing with Section 900) of~~
21 ~~Part 3 of Division 3.6 of Title 1 of the Government Code and~~
22 ~~Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government~~
23 ~~Code (commencing with Section 910), Chapter 2 (commencing~~
24 ~~with Section 910) of Part 3 of Division 3.6 of Title 1 of the~~
25 ~~Government Code, a claim for damages described in paragraphs~~
26 (1) through (3), inclusive, of subdivision (a), is not required to be
27 presented to any government entity prior to the commencement
28 of an action.

29 (r) Any action filed pursuant to ~~subparagraphs~~ *paragraph* (2)
30 or (3) of subdivision (a) which results in a dismissal without
31 prejudice shall not be refiled if 5 years or more have passed from
32 the original filing date of such action.

33 *SEC. 3. Section 340.11 of the Code of Civil Procedure is*
34 *amended to read:*

35 340.11. (a) (1) Notwithstanding Section 340.1, in an action
36 for recovery of damages suffered as a result of childhood sexual
37 assault that occurred before January 1, 2024, the time for
38 commencement of the action shall be within 22 years of the date
39 the plaintiff attains the age of majority or within ~~five~~ *three* years
40 of the date the plaintiff discovers or reasonably should have

1 discovered that psychological injury or illness occurring after the
2 age of majority was caused by the sexual assault, whichever period
3 expires later, for any of the following actions:

4 (A) An action against any person for committing an act of
5 childhood sexual assault.

6 (B) An action for liability against any person or entity who owed
7 a duty of care to the plaintiff, if a wrongful or negligent act by that
8 person or entity was a legal cause of the childhood sexual assault
9 that resulted in the injury to the plaintiff.

10 (C) An action for liability against any person or entity if an
11 intentional act by that person or entity was a legal cause of the
12 childhood sexual assault that resulted in the injury to the plaintiff.

13 (2) Notwithstanding paragraph (1) or Section 340.1, in an action
14 for recovery of damages suffered as a result of childhood sexual
15 assault that occurred before January 1, 2024, involving an act that
16 would have been proscribed by Sections 311.1 or 311.2 of the
17 Penal Code, the time for commencement of the action shall be
18 within 22 years of the date the plaintiff attains the age of majority
19 or within 10 years of the date the plaintiff discovers or reasonably
20 should have discovered, after the age of majority, the existence of
21 obscene matter, for any of the actions identified in subparagraphs
22 (A) to (C), inclusive, of paragraph (1).

23 (b) (1) In an action described in subdivision (a), a person who
24 is sexually assaulted and proves it was as the result of a cover up
25 may recover up to treble damages against a defendant who is found
26 to have covered up the sexual assault of a minor, unless prohibited
27 by another law.

28 (2) For purposes of this subdivision, a “cover up” is a concerted
29 effort to hide evidence relating to childhood sexual assault.

30 (c) An action described in subparagraph (B) or (C) of paragraph
31 (1) of subdivision (a) shall not be commenced on or after the
32 plaintiff’s 40th birthday unless the person or entity knew or had
33 reason to know, or was otherwise on notice, of any misconduct
34 that creates a risk of childhood sexual assault by an employee,
35 volunteer, representative, or agent, or the person or entity failed
36 to take reasonable steps or to implement reasonable safeguards to
37 avoid acts of childhood sexual assault. For purposes of this
38 subdivision, providing or requiring counseling is not sufficient, in
39 and of itself, to constitute a reasonable step or reasonable safeguard.

1 Nothing in this subdivision shall be construed to constitute a
2 substantive change in negligence law.

3 (d) "Childhood sexual assault" as used in this section includes
4 any act committed against the plaintiff that occurred when the
5 plaintiff was under the age of 18 years and that would have been
6 proscribed by Section 266j of the Penal Code; Section 285 of the
7 Penal Code; paragraph (1) or (2) of subdivision (b), or of
8 subdivision (c), of Section 286 of the Penal Code; subdivision (a)
9 or (b) of Section 288 of the Penal Code; paragraph (1) or (2) of
10 subdivision (b), or of subdivision (c), of Section 287 or of former
11 Section 288a of the Penal Code; subdivision (h), (i), or (j) of
12 Section 289 of the Penal Code; subdivision (a) of Section 311.1
13 of the Penal Code; subdivisions (b) to (d), inclusive, of Section
14 311.2 of the Penal Code; any sexual conduct as defined in
15 paragraph (1) of subdivision (d) of Section 311.4 of the Penal
16 Code; Section 647.6 of the Penal Code; or any prior laws of this
17 state of similar effect at the time the act was committed. This
18 subdivision does not limit the availability of causes of action
19 permitted under subdivision (a), including causes of action against
20 persons or entities other than the alleged perpetrator of the abuse.

21 (e) This section shall not be construed to alter the otherwise
22 applicable burden of proof, as defined in Section 115 of the
23 Evidence Code, that a plaintiff has in a civil action subject to this
24 section.

25 (f) Every plaintiff 40 years of age or older at the time the action
26 is filed shall file certificates of merit as specified in subdivision
27 (g).

28 (g) Certificates of merit shall be executed by the attorney for
29 the plaintiff and by a licensed mental health practitioner selected
30 by the plaintiff declaring, respectively, as follows:

31 (1) That the attorney has reviewed the facts of the case,
32 consulted with at least one mental health practitioner who the
33 attorney reasonably believes is knowledgeable of the relevant facts
34 and issues involved in the particular action, and concluded on the
35 basis of that review and consultation that there is reasonable and
36 meritorious cause for the filing of the action.

37 (2) That the mental health practitioner consulted is licensed to
38 practice and practices in this state and is not a party to the action,
39 that the practitioner is not treating and has not treated the plaintiff,
40 and that the practitioner has interviewed the plaintiff and is

1 knowledgeable of the relevant facts and issues involved in the
2 particular action, and has concluded, on the basis of the
3 practitioner's knowledge of the facts and issues, that in the
4 practitioner's professional opinion there is a reasonable basis to
5 believe that the plaintiff had been subject to childhood sexual
6 abuse.

7 (3) That the attorney was unable to obtain the consultation
8 required by paragraph (1) because a statute of limitations would
9 impair the action and that the certificates required by paragraphs
10 (1) and (2) could not be obtained before the impairment of the
11 action. If a certificate is executed pursuant to this paragraph, the
12 certificates required by paragraphs (1) and (2) shall be filed within
13 60 days after filing the complaint.

14 (h) If certificates are required pursuant to subdivision (f), the
15 attorney for the plaintiff shall execute a separate certificate of merit
16 for each defendant named in the complaint.

17 (i) In any action subject to subdivision (f), a defendant shall not
18 be served, and the duty to serve a defendant with process does not
19 attach, until the court has reviewed the certificates of merit filed
20 pursuant to subdivision (g) with respect to that defendant, and has
21 found, in camera, based solely on those certificates of merit, that
22 there is reasonable and meritorious cause for the filing of the action
23 against that defendant. At that time, the duty to serve that defendant
24 with process shall attach.

25 (j) A violation of this section may constitute unprofessional
26 conduct and may be the grounds for discipline against the attorney.

27 (k) The failure to file certificates in accordance with this section
28 shall be grounds for a demurrer pursuant to Section 430.10 or a
29 motion to strike pursuant to Section 435.

30 (l) In any action subject to subdivision (f), a defendant shall be
31 named by "Doe" designation in any pleadings or papers filed in
32 the action until there has been a showing of corroborative fact as
33 to the charging allegations against that defendant.

34 (m) At any time after the action is filed, the plaintiff may apply
35 to the court for permission to amend the complaint to substitute
36 the name of the defendant or defendants for the fictitious
37 designation, as follows:

38 (1) The application shall be accompanied by a certificate of
39 corroborative fact executed by the attorney for the plaintiff. The
40 certificate shall declare that the attorney has discovered one or

1 more facts corroborative of one or more of the charging allegations
2 against a defendant or defendants, and shall set forth in clear and
3 concise terms the nature and substance of the corroborative fact.
4 If the corroborative fact is evidenced by the statement of a witness
5 or the contents of a document, the certificate shall declare that the
6 attorney has personal knowledge of the statement of the witness
7 or of the contents of the document, and the identity and location
8 of the witness or document shall be included in the certificate. For
9 purposes of this section, a fact is corroborative of an allegation if
10 it confirms or supports the allegation. The opinion of any mental
11 health practitioner concerning the plaintiff shall not constitute a
12 corroborative fact for purposes of this section.

13 (2) If the application to name a defendant is made before that
14 defendant's appearance in the action, neither the application nor
15 the certificate of corroborative fact by the attorney shall be served
16 on the defendant or defendants, nor on any other party or their
17 counsel of record.

18 (3) If the application to name a defendant is made after that
19 defendant's appearance in the action, the application shall be served
20 on all parties and proof of service provided to the court, but the
21 certificate of corroborative fact by the attorney shall not be served
22 on any party or their counsel of record.

23 (n) The court shall review the application and the certificate of
24 corroborative fact in camera and, based solely on the certificate
25 and any reasonable inferences to be drawn from the certificate,
26 shall, if one or more facts corroborative of one or more of the
27 charging allegations against a defendant has been shown, order
28 that the complaint may be amended to substitute the name of the
29 defendant or defendants.

30 (o) The court shall keep under seal and confidential from the
31 public and all parties to the litigation, other than the plaintiff, any
32 and all certificates of corroborative fact filed pursuant to
33 subdivision (m).

34 (p) Upon the favorable conclusion of the litigation with respect
35 to any defendant for whom a certificate of merit was filed or for
36 whom a certificate of merit should have been filed pursuant to this
37 section, the court may, upon the motion of a party or upon the
38 court's own motion, verify compliance with this section by
39 requiring the attorney for the plaintiff who was required by
40 subdivision (g) to execute the certificate to reveal the name,

1 address, and telephone number of the person or persons consulted
2 with pursuant to subdivision (g) that were relied upon by the
3 attorney in preparation of the certificate of merit. The name,
4 address, and telephone number shall be disclosed to the trial judge
5 in camera and in the absence of the moving party. If the court finds
6 there has been a failure to comply with this section, the court may
7 order a party, a party's attorney, or both, to pay any reasonable
8 expenses, including attorney's fees, incurred by the defendant for
9 whom a certificate of merit should have been filed.

10 (q) Notwithstanding any other law, a claim for damages
11 described in subparagraphs (A) to (C), inclusive, of paragraph (1)
12 of subdivision (a) that has not been litigated to finality and that
13 would otherwise be barred as of January 1, 2020, because the
14 applicable statute of limitations, claim presentation deadline, or
15 any other time limit had expired, is revived, and these claims may
16 be commenced within three years of January 1, 2020. A plaintiff
17 shall have the later of the three-year time period under this
18 subdivision or the time period under subdivision (a) as amended
19 by the act that added this subdivision.

20 (r) The changes made to the time period under subdivision (a)
21 of Section 340.1 by Chapter 861 of the Statutes of 2019 apply to
22 and revive any action commenced on or after the date of enactment
23 of that act, and to any action filed before the date of enactment,
24 and still pending on that date, including any action or causes of
25 action that would have been barred by the laws in effect before
26 the date of enactment.

27 (s) Notwithstanding any other law, including Chapter 1 of Part
28 3 of Division 3.6 of Title 1 of the Government Code (commencing
29 with Section 900) and Chapter 2 of Part 3 of Division 3.6 of Title
30 1 of the Government Code (commencing with Section 910), a
31 claim for damages described in paragraphs (1) to (3), inclusive,
32 of subdivision (a), is not required to be presented to any
33 government entity prior to the commencement of an action.

34 *SEC. 4. Section 340.12 is added to the Code of Civil Procedure,*
35 *to read:*

36 *340.12. For actions filed against a public entity pursuant to*
37 *Section 340.11 on or after April 15, 2025, the following additional*
38 *provisions apply:*

39 *(a) A plaintiff who files an action pursuant to subparagraph*
40 *(B) or (C) of paragraph (1) of subdivision (a) of section 340.11,*

1 *at the age of 40 years of age or older, shall prove that the public*
2 *entity acted with gross negligence to establish liability.*

3 *(b) The court shall consider the following factors when*
4 *evaluating any motion for remittitur:*

5 *(1) The mission of the public entity to provide public services*
6 *and how the damages may impact that entity's mission given its*
7 *economic status.*

8 *(2) Whether the amount awarded is compensatory for the*
9 *plaintiff's harm.*

10 *(3) Whether the amount awarded is acting as a substitute for*
11 *or functional equivalent of punitive damages.*

12 *(4) The severity of the harm to the plaintiff.*

13 *(5) The egregiousness of the defendant's conduct.*

14 *(c) A court retains the ability to issue a remittitur that conditions*
15 *affirmance of the judgment on the plaintiff's consent to a reduction*
16 *to the judgment.*

17 *(d) A court may structure any damages awarded against a public*
18 *entity to be paid over time.*

19 *SEC. 5. Section 341.95 is added to the Code of Civil Procedure,*
20 *to read:*

21 *341.95. (a) (1) Notwithstanding any other provision of law,*
22 *including subdivisions (a) and (b) of Section 340.1, any civil action*
23 *filed against the County of Los Angeles, arising out of conduct*
24 *that would constitute childhood sexual assault, as defined in*
25 *Section 340.1, and that allegedly occurred at, by, or under the*
26 *supervision of the MacLaren Children's Center (also known as*
27 *MacLaren Hall) in Los Angeles County or any juvenile probation*
28 *facility or detention center operated by the Los Angeles County*
29 *Probation Department that was closed on or before January 1,*
30 *2020, shall be commenced on or before January 1, 2026.*

31 *(2) Any civil action described in paragraph (1) that is not filed*
32 *on or before January 1, 2026, is barred.*

33 *(b) This section applies to all claims described in subdivision*
34 *(a) arising from conduct occurring at any time prior to the effective*
35 *date of this section, but does not apply to claims for which a final*
36 *settlement agreement has been reached prior to the effective date*
37 *of this section.*

38 *(c) With the exception of the limitations period specified in*
39 *subdivision (a), civil actions described in subdivision (a) are*
40 *subject to the procedural requirements set forth in Section 340.1.*

1 (d) For a claim brought pursuant to subdivision (a) by a
2 claimant 40 years of age or older, settlement funds shall not be
3 disbursed to that claimant, unless and until the claimant has
4 complied with the certificate of merit requirements of Section
5 340.1.

6 (1) If the claimant was 40 years of age or older at the time of
7 the filing of their action, the claimant or their attorney shall submit
8 proof to a court-appointed special master, as agreed to by all
9 parties, to oversee the disbursement of such funds, confirming that
10 a certificate of merit has been filed in compliance with Section
11 340.1, including the name, qualifications, and opinion of the
12 licensed mental health practitioner as required by Section 340.1.

13 (2) The special master shall not release, transfer, or otherwise
14 make available any funds pursuant to a settlement agreement until
15 all of the requirements of this section are satisfied.

16 ~~SEC. 2.~~

17 SEC. 6. Section 864 of the Code of Civil Procedure is amended
18 to read:

19 864. (a) For purposes of this chapter, bonds, warrants,
20 contracts, obligations, and evidences of indebtedness shall be
21 deemed to be in existence upon their authorization. Bonds and
22 warrants shall be deemed authorized as of the date of adoption by
23 the governing body of the public agency of a resolution or
24 ordinance authorizing their issuance, and contracts shall be deemed
25 authorized as of the date of adoption by the governing body of the
26 public agency of a resolution or ordinance approving the contract
27 and authorizing its execution.

28 (b) For purposes of determining the validity pursuant to this
29 chapter of any issuance or proposed issuance of refunding bonds
30 pursuant to Articles 10 (commencing with Section 53570) and 11
31 (commencing with Section 53580) of Chapter 3 of Part 1 of
32 Division 2 of Title 5 of the Government Code, or any other law,
33 to refund one or more tort action judgments entered against one
34 or more public agencies by one or more California state or federal
35 courts, and the legality and validity of all proceedings taken or
36 proposed to be taken in a resolution or ordinance adopted by the
37 public agency for the authorization, issuance, sale, and delivery
38 of the bonds, for entering into any credit reimbursement or other
39 agreement in connection therewith, for the use of the proceeds of
40 the bonds, and for the payment of principal and interest on the

1 bonds, each tort action judgment and the related refunding bonds,
2 credit reimbursement or other agreement shall be deemed to be in
3 existence as of the date of adoption by the governing body of the
4 public agency of such resolution or ordinance, without regard to
5 when the tort actions are filed or final judgments therein are entered
6 by the court, at one time or from time to time, if all of the following
7 conditions are satisfied:

8 (1) The judgments to be covered by the action under this chapter
9 are entered by the applicable court or courts not later than a final
10 date set forth in such resolution or ordinance.

11 (2) The public agency agrees in such resolution or ordinance
12 that all judgments refunded with the proceeds of the bonds are
13 final and not subject to appeal or further appeal, as applicable.

14 (3) The aggregate amount of judgments to be covered by the
15 action brought under this chapter shall not exceed an amount set
16 forth in such resolution or ordinance.

17 (4) No judgment will be refunded before it is entered by the
18 court against the public agency.

19 ~~SEC. 3.~~

20 *SEC. 7.* Section 1038 of the Code of Civil Procedure is
21 amended to read:

22 1038. (a) In any civil proceeding under the Government Claims
23 Act (Division 3.6 (commencing with Section 810) of Title 1 of the
24 Government Code) or for express or implied indemnity or for
25 contribution in any civil action, the court, upon motion of the
26 defendant or cross-defendant, shall, at the time of the granting of
27 any objection by demurrer, summary judgment, motion for directed
28 verdict, motion for judgment under Section 631.8, or any nonsuit
29 dismissing the moving party other than the plaintiff, petitioner,
30 cross-complainant, or intervenor, or at a later time set forth by rule
31 of the Judicial Council adopted under Section 1034, determine
32 whether or not the plaintiff, petitioner, cross-complainant, or
33 intervenor brought the proceeding with reasonable cause and in
34 the good faith belief that there was a justifiable controversy under
35 the facts and law which warranted the filing of the complaint,
36 petition, cross-complaint, or complaint or answer in intervention.
37 If the court should determine that the proceeding was not brought
38 in good faith and with reasonable cause, an additional issue shall
39 be decided as to the defense costs reasonably and necessarily
40 incurred by the party or parties opposing the proceeding, and the

1 court shall render judgment in favor of that party in the amount of
2 all reasonable and necessary defense costs, in addition to those
3 costs normally awarded to the prevailing party. An award of
4 defense costs under this section shall not be made except on notice
5 contained in a party's papers and an opportunity to be heard.

6 (b) "Defense costs," as used in this section, shall include
7 reasonable attorney's fees, expert witness fees, the expense of
8 services of experts, advisers, and consultants in defense of the
9 proceeding, and where reasonably and necessarily incurred in
10 defending the proceeding.

11 (c) This section shall be applicable only on motion made before
12 the discharge of the jury or entry of judgment, and any party
13 requesting the relief pursuant to this section waives any right to
14 seek damages for malicious prosecution. Failure to make the
15 motion shall not be deemed a waiver of the right to pursue a
16 malicious prosecution action.

17 (d) This section shall only apply if the defendant or
18 cross-defendant has made an objection by demurrer, motion for
19 summary judgment, judgment under Section 631.8, directed
20 verdict, or nonsuit and the demurrer or motion is granted.

21 *SEC. 8. Chapter 5 (commencing with Section 14560) is added*
22 *to Part 9 of Division 1 of Title 1 of the Education Code, to read:*

23
24 *CHAPTER 5. ELECTION TO PARTICIPATE IN INTERCEPT*

25
26 *14560. For purposes of this section, the following definitions*
27 *apply:*

28 (a) "Participating party" means a school district, county office
29 of education, community college district, or educational joint
30 powers authority.

31 (b) "Public debt obligation" means a debt incurred by a
32 participating party for any reason, including tort liability, and
33 includes, but is not limited to, a general obligation bond, lease
34 financing, tax and revenue anticipation note, and bond anticipation
35 note.

36 *14561. (a) Notwithstanding any other law, a participating*
37 *party, in connection with securing financing, refinancing, or*
38 *refunding of a public debt obligation may, in accordance with this*
39 *section, elect to provide for funding, in whole or in part, payments*
40 *on the public debt obligation.*

1 (b) To participate under this section, the participating party
2 shall do all of the following:

3 (1) Elect to participate in a state intercept or local intercept,
4 or both, by an action of its governing board taken in compliance
5 with the rules of that governing board. For a local intercept, the
6 participating party shall send to the county treasurer, or other
7 appropriate county fiscal officer, a request for the county to
8 participate. A county is not required to participate. A county may
9 agree to participate as evidenced by an agreement among the
10 participating party or parties, the county, and the issuer of the
11 public debt obligation.

12 (2) Provide written notice to the Controller and the
13 Superintendent, with respect to a state intercept, or to the county
14 treasurer or other appropriate county fiscal officer, with respect
15 to a local intercept, no later than the date of the issuance of the
16 public debt obligation or 60 days before the next payment,
17 whichever is later, of all of the following:

18 (A) Its election to participate.

19 (B) A schedule of the payments subject to that election.

20 (C) The payee or payees of those payments, or the trustee or
21 agent on their behalf to receive those payments.

22 (D) (i) Payment delivery instructions, which may be by wire
23 transfer or other method approved by the Controller or county
24 treasurer or other appropriate county fiscal officer, as applicable.

25 (ii) If the method of payment delivery is wire transfer, the
26 participating party shall complete and submit the appropriate
27 authorization form as prescribed by the Controller or the county
28 treasurer or other appropriate county fiscal officer, as applicable.

29 (c) The participating party may amend, supplement, or restate
30 the notice required pursuant to paragraph (2) of subdivision (b)
31 for any reason, including, but not necessarily limited to, providing
32 for new or increased payments. The participating party shall certify
33 in the notice and in any amendment, supplement, or restatement
34 of the notice that each and every payment reflected in the schedule
35 is a payment described in subdivision (a) and the amounts
36 scheduled do not exceed the actual or reasonably estimated
37 payment obligations to be funded pursuant to this section. The
38 participating party shall also represent in the notice that it is not
39 submitting the notice for the purpose of accelerating a participating
40 party's receipt of its apportionments. This section does not prohibit

1 transfer by the recipient of an apportionment under this section
2 to the participating party submitting the notice of the excess
3 apportionment above the amount needed to fund actual payments
4 where the excess resulted from erroneous estimation of scheduled
5 payments or otherwise.

6 (d) Upon receipt of the notice required by paragraph (2) of
7 subdivision (b), the Controller shall make an apportionment to
8 the indicated recipient on the date, or during the period, shown
9 in the schedule in accordance with all of the following:

10 (1) If the participating party requests transfers in full as
11 scheduled, in the amount of the scheduled transfer or whatever
12 lesser amount is available from the sources described in
13 subdivision (e).

14 (2) If the participating party does not request transfers in full
15 as scheduled, in the amount of the anticipated deficiency for the
16 purpose of making the required payment indicated in a written
17 request of the participating party to the Controller and in the
18 amount of the actual shortfall in payment indicated in a written
19 request of the recipient or the participating party to the Controller
20 or whatever lesser amount is available from the sources described
21 in subdivision (e).

22 (3) To the extent funds available for an apportionment are
23 insufficient to pay the amount set forth in a schedule in any period,
24 the Controller shall, if and as requested in the notice, reschedule
25 the payment of all or a portion of the deficiency to a subsequent
26 period.

27 (4) In making apportionments under this section, the Controller
28 may rely conclusively and without liability on any notice or request
29 delivered under this section. The Controller may make, but is not
30 obligated to make, apportionments not reflected on a notice or on
31 an amended, supplemented, or restated notice delivered under this
32 section that the Controller receives less than 20 days before when
33 the apportionment would otherwise be required.

34 (e) The Controller shall make an apportionment under this
35 section only from moneys designated for apportionment to the
36 participating party delivering the notice, and only from one or
37 more of the following:

38 (1) Any funding apportioned by the state for purposes of the
39 local control funding formula pursuant to Section 42238.02, as
40 implemented by Section 42238.03, or state categorical or grant

1 *programs, to a school district without regard to the specific funding*
2 *source of the apportionment.*

3 *(2) Any funding apportioned by the state for purposes of the*
4 *local control funding formula pursuant to Section 2574 or state*
5 *categorical or grant programs, to a county superintendent of*
6 *schools without regard to the specific funding source of the*
7 *apportionment.*

8 *(3) Any funding apportioned by the state for purposes of*
9 *community college apportionments pursuant to Sections 84750.4*
10 *and 84750.5, or state categorical or grant programs, to a*
11 *community college district without regard to the specific funding*
12 *source of the apportionment.*

13 *(4) Any funding apportioned by the state to an educational joint*
14 *powers authority without regard to the specific funding source of*
15 *the apportionment.*

16 *(f) Upon receipt of the notice required by paragraph (2) of*
17 *subdivision (b), a county treasurer or other appropriate county*
18 *fiscal officer shall make an apportionment or revenue transfer to*
19 *the indicated recipient on the date, or during the period, shown*
20 *in the schedule in accordance with all of the following:*

21 *(1) If the participating party requests transfers in full as*
22 *scheduled, in the amount of the scheduled transfer or whatever*
23 *lesser amount is available from the sources described in*
24 *subdivision (g).*

25 *(2) If the participating party does not request transfers in full*
26 *as scheduled, in the amount of the anticipated deficiency for the*
27 *purpose of making the required payment indicated in a written*
28 *request of the participating party to the county treasurer or other*
29 *appropriate county fiscal officer and in the amount of the actual*
30 *shortfall in payment indicated in a written request of the recipient*
31 *or the participating party to the county treasurer or other*
32 *appropriate county fiscal officer or whatever lesser amount is*
33 *available from the sources described in subdivision (g).*

34 *(3) To the extent funds available for an apportionment or*
35 *revenue transfer are insufficient to pay the amount set forth in a*
36 *schedule in any period, the county treasurer or other appropriate*
37 *county fiscal officer shall, if and as requested in the notice,*
38 *reschedule the payment of all or a portion of the deficiency to a*
39 *subsequent period.*

1 (4) *In making apportionments under this section, the county*
2 *treasurer or other appropriate county fiscal officer may rely*
3 *conclusively and without liability on any notice or request delivered*
4 *under this section. The county treasurer or other appropriate*
5 *county fiscal officer may make, but is not obligated to make,*
6 *apportionments or revenue transfers not reflected on a notice or*
7 *on an amended, supplemented, or restated notice delivered under*
8 *this section that the county treasurer or other appropriate county*
9 *fiscal officer receives less than 20 days before when the*
10 *apportionment would otherwise be required.*

11 (g) *The county treasurer or other appropriate county fiscal*
12 *officer shall make an apportionment or revenue transfer under*
13 *this section only from moneys designated for apportionment to the*
14 *participating party delivering the notice, and only from one or*
15 *more of the following:*

16 (1) *Any funding apportioned or administered by a county for*
17 *purposes of the local control funding formula pursuant to Section*
18 *42238.02, as implemented by Section 42238.03, to a school district*
19 *without regard to the specific funding source of the apportionment.*

20 (2) *Any funding apportioned or administered by a county for*
21 *purposes of the local control funding formula pursuant to Section*
22 *2574 to a county superintendent of schools without regard to the*
23 *specific funding source of the apportionment.*

24 (3) *Any funding apportioned or administered by a county for*
25 *purposes of community college apportionments pursuant to*
26 *Sections 84750.4 and 84750.5 to a community college district*
27 *without regard to the specific funding source of the apportionment.*

28 (4) *Any funding apportioned or administered by a county to an*
29 *educational joint powers authority without regard to the specific*
30 *funding source of the apportionment.*

31 (h) (1) *The amount apportioned for a participating party*
32 *pursuant to this section shall be deemed to be an allocation to the*
33 *participating party, and shall be included in the computation of*
34 *allocation, limit, entitlement, or apportionment for the participating*
35 *party.*

36 (2) *The participating party and its creditors do not have a claim*
37 *to funds apportioned or anticipated to be apportioned by the*
38 *Controller or the county treasurer or appropriate county fiscal*
39 *officer, as applicable, pursuant to this section.*

1 (i) *This section does not make the State of California liable for*
2 *any payments within the meaning of Section 1 of Article XVI of*
3 *the California Constitution.*

4 (j) *A school district or educational joint powers authority that*
5 *has a qualified or negative certification pursuant to Section 42131,*
6 *or a county office of education that has a qualified or negative*
7 *certification pursuant to Section 1240, may only participate under*
8 *this section to intercept payments for indebtedness for which the*
9 *repayment is determined to be probable pursuant to Section 42133.*

10 (k) *This section does not obligate the State of California to make*
11 *available the sources of apportionment under subdivision (e) or*
12 *a county to make available the sources of apportionment under*
13 *subdivision (g) in any amount or at any time or, except as provided*
14 *in this section, to fund any payment described in this section. This*
15 *subdivision is intended solely to clarify existing law.*

16 *SEC. 9. Section 41320 of the Education Code is amended to*
17 *read:*

18 41320. As a condition to any emergency apportionment to be
19 made pursuant to Section 41320.2, the following requirements
20 shall be met:

21 (a) The school district requesting the apportionment shall submit
22 to the county superintendent of schools having jurisdiction over
23 the school district a report issued by an independent auditor
24 approved by the county superintendent of schools on the financial
25 conditions and budgetary controls of the school district, a written
26 management review conducted by a qualified management
27 consultant approved by the county superintendent of schools, and
28 a fiscal plan adopted by the governing board to resolve the financial
29 problems of the school district.

30 (b) The county superintendent of schools shall review, and
31 provide written comment on, the independent auditor's report, the
32 management review, and the school district plan. That written
33 comment shall include the county superintendent's approval or
34 disapproval of the school district plan. In the event the county
35 superintendent disapproves the plan, the governing board shall
36 revise the school district plan to respond to the concerns expressed
37 by the county superintendent.

38 (c) Upon ~~his or her~~ *their* approval of the school district plan,
39 the county superintendent of schools shall submit copies of the
40 report, review, plan, and written comments specified in subdivision

1 (b) to the Superintendent, the Joint Legislative Audit Committee,
2 the Joint Legislative Budget Committee, the Director of Finance,
3 the president of the state board or ~~his or her~~ *their* designee, and
4 the Controller.

5 (d) The school district receiving the apportionment shall be
6 eligible for assistance from the California Collaborative for
7 Educational Excellence pursuant to Section 52074.

8 (e) The county superintendent of schools, with the concurrence
9 of the Superintendent, shall certify to the Director of Finance that
10 the action taken to correct the financial problems of the school
11 district is realistic and will result in placing the school district on
12 a sound financial basis.

13 (f) ~~The~~ *In consultation with the county superintendent of schools*
14 *and the County Office Fiscal Crisis and Management Assistance*
15 *Team, the school district shall develop a schedule to repay the*
16 *emergency loan, including any lease financing pursuant to Article*
17 *2.7 (commencing with Section 41329.50), and submit it to the*
18 *county superintendent of schools. The county superintendent of*
19 *schools shall review and comment on the repayment schedule and*
20 *submit it to the Superintendent Department of Finance for approval*
21 *or disapproval. Upon the approval of the repayment schedule, and*
22 *of the other reports, reviews, plans, and the appointment of the*
23 *trustee required by this article, the Superintendent shall request*
24 *the Controller to disburse the proceeds of the emergency loan to*
25 *the school district.*

26 (g) The school district requesting the apportionment shall
27 reimburse the county superintendent of schools for the costs
28 incurred by the superintendent pursuant to this section.

29 *SEC. 10. Section 41329.52 of the Education Code is amended*
30 *to read:*

31 41329.52. (a) A school district may receive a two-part
32 financing designed to provide an advance of apportionments owed
33 to the district from the State School Fund and the Education
34 Protection Account.

35 (b) The initial emergency apportionment shall be an interim
36 loan from the General Fund to the school district. General Fund
37 money shall not be advanced to a school district until that district
38 agrees to obtain a lease financing as described in subdivision (c)
39 and the bank adopts a reimbursement resolution governing the
40 lease financing. The interim loan shall be repaid in full, with

1 interest, from the proceeds of the lease financing pursuant to
2 subdivision (c) at a time mutually agreed upon between the
3 Department of Finance and the bank. The interest rate on the
4 interim loan shall be the rate earned by moneys in the Pooled
5 Money Investment Account as of the date of the initial
6 disbursement of emergency apportionments to the school district.

7 (c) The school district shall enter into a lease financing with the
8 bank for the purpose of financing the emergency apportionment,
9 including a repayment to the General Fund of the amount advanced
10 pursuant to subdivision (b). In addition to the emergency
11 apportionment, the lease financing may include funds necessary
12 for reserves, capitalized interest, credit enhancements, and costs
13 of issuance. The bank shall issue bonds for that purpose pursuant
14 to the powers granted pursuant to the Bergeson-Peace Infrastructure
15 and Economic Development Bank Act as set forth in Division 1
16 (commencing with Section 63000) of ~~Part Title 6.7~~ of the
17 Government Code. The term of the lease shall not exceed ~~20~~ 30
18 years, except that if at the end of the lease term any rent payable
19 is not fully paid, or if the rent payable has been abated, the term
20 of the lease shall be extended for a period not to exceed 10 years.
21 *The determination of the term of the lease shall be made by the*
22 *Department of Finance, in consultation with the school district,*
23 *the county superintendent of schools, the Superintendent, and the*
24 *County Office Fiscal Crisis and Management Assistance Team.*
25 *The determination shall take into consideration the amount of the*
26 *lease, the school district's realistic ability to meet the annual*
27 *repayment obligation, the school district's educational program*
28 *and service needs, and the conditions established in Section 41320*
29 *and subdivision (a) of Section 41326.*

30 SEC. 11. Section 41329.53 of the Education Code is amended
31 to read:

32 41329.53. (a) As an alternative to the lease financing pursuant
33 to Section 41329.52, a school district may receive an emergency
34 apportionment from the General Fund designed to provide an
35 advance of apportionments owed to the district from the State
36 School Fund and the Education Protection Account. ~~The emergency~~
37 ~~apportionment shall be repaid within 20 years.~~ The calculation of
38 the amount of the apportionment, including implied costs, and the
39 interest rate shall be calculated pursuant to subdivision ~~(b)~~ (c).
40 Each year the Superintendent shall withhold from the

1 apportionments to be made to the school district from the State
2 School Fund and the Education Protection Account an amount
3 equal to the emergency apportionment repayment that becomes
4 due in the year.

5 *(b) The emergency apportionment shall be repaid within 30*
6 *years. The determination of the term for repayment of the*
7 *emergency apportionment shall be made by the Department of*
8 *Finance, in consultation with the school district, the county*
9 *superintendent of schools, the Superintendent, and the County*
10 *Office Fiscal Crisis and Management Assistance Team. The*
11 *determination shall take into consideration the amount of the*
12 *emergency apportionment, the school district's realistic ability to*
13 *meet the annual repayment obligation, the school district's*
14 *educational program and service needs, and the conditions*
15 *established in Section 41320 and subdivision (a) of Section 41326.*

16 ~~(b)~~

17 *(c) The determination by statute as to whether the emergency*
18 *apportionment shall take the form of lease financing pursuant to*
19 *Section 41329.52 or an emergency apportionment from the General*
20 *Fund pursuant to this section shall be based upon the availability*
21 *of funds within the General Fund and not on any cost differential*
22 *between the two financing mechanisms. To ensure that the two*
23 *alternatives are cost neutral, if the statute does not authorize a lease*
24 *financing, the bank shall commission a cost study from financial*
25 *advisers under contract with the bank to determine the interest*
26 *rate, costs of issuance, and if it is more cost effective, credit*
27 *enhancement costs likely if the financing was a lease financing*
28 *rather than an emergency apportionment from the General Fund.*
29 *These implied lease costs shall be included as the fixed interest*
30 *rate on the repayment of the emergency apportionment to the*
31 *General Fund, repayable over ~~20 years~~; the term for repayment of*
32 *the emergency apportionment.*

33 *SEC. 12. Section 977.8 of the Government Code is amended*
34 *to read:*

35 *977.8. (a) An action to determine the validity of bonds may*
36 *be brought pursuant to Chapter 9 (commencing with Section 860)*
37 *of Title 10 of Part 2 of the Code of Civil Procedure.*

38 *(b) A local public agency may initiate an action pursuant to*
39 *subdivision (a) before a judgment in a tort action against the local*

1 *taxing entity necessitating the bonded indebtedness has been*
2 *entered.*

3 *(c) In an action pursuant to subdivision (a) there shall be a*
4 *rebuttable presumption of validity of the bonds.*

5 *SEC. 13. No reimbursement is required by this act pursuant*
6 *to Section 6 of Article XIII B of the California Constitution for*
7 *certain costs that may be incurred by a local agency or school*
8 *district because, in that regard, this act creates a new crime or*
9 *infraction, eliminates a crime or infraction, or changes the penalty*
10 *for a crime or infraction, within the meaning of Section 17556 of*
11 *the Government Code, or changes the definition of a crime within*
12 *the meaning of Section 6 of Article XIII B of the California*
13 *Constitution.*

14 *However, if the Commission on State Mandates determines that*
15 *this act contains other costs mandated by the state, reimbursement*
16 *to local agencies and school districts for those costs shall be made*
17 *pursuant to Part 7 (commencing with Section 17500) of Division*
18 *4 of Title 2 of the Government Code.*



Assembly Bill No. 1913

CHAPTER 814

An act to amend, repeal, and add Section 44691 of the Education Code, relating to pupil safety.

[Approved by Governor September 28, 2024. Filed with Secretary of State September 28, 2024.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1913, Addis. Pupil safety: child abuse prevention: training.

Existing law requires the State Department of Education, in consultation with the Office of Child Abuse Prevention in the State Department of Social Services, to, among other things, (1) develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the detection and reporting of child abuse, (2) establish best practices for school personnel to prevent abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs, as provided, and (3) develop appropriate means of instructing school personnel in the detection of child abuse and neglect and the proper action that school personnel should take in suspected cases of child abuse and neglect, including, but not limited to, an online training module to be provided by the State Department of Social Services.

This bill would revise and recast these provisions by, among other things, requiring the department to (1) additionally develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs, and (2) additionally develop appropriate means of instructing school personnel in the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs, as provided. The bill would delete the above-described requirement that the State Department of Education establish best practices for school personnel to prevent abuse, and would, commencing July 1, 2025, delete the existing requirement that the department develop appropriate means of instructing school personnel in the detection of child abuse and neglect and the proper action that school personnel should take in suspected cases of child abuse and neglect, as provided.

Existing law requires school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of

Education, and charter schools to provide annual training, using the online training module provided by the State Department of Social Services or an alternative training, to their employees and persons working on their behalf who are mandated reporters, as defined, on the mandated reporting requirements related to child abuse, as provided. Existing law also requires those entities to develop a process for all persons required to receive that training to provide proof of completing the training within the first 6 weeks of each school year or within the first 6 weeks of that person's employment. Existing law encourages those entities to participate in training on the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs, and also encourages those entities to provide all school employees with that training at least once every 3 years.

Commencing July 1, 2025, this bill would additionally require school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools to, among other things, provide annual training to their employees on the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs, as provided, and would apply the above-described proof of training requirements to this training. By imposing new duties on local educational agencies, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 44691 of the Education Code is amended to read:

44691. (a) The State Department of Education, in consultation with the Office of Child Abuse Prevention in the State Department of Social Services, shall do all of the following:

(1) Develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the detection and reporting of child abuse.

(2) Provide statewide guidance on the responsibilities of mandated reporters who are school personnel in accordance with the Child Abuse and Neglect Reporting Act (Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code). This guidance shall include, but not necessarily be limited to, both of the following:

(A) Information on the identification of child abuse and neglect.

(B) Reporting requirements for child abuse and neglect.

(3) Develop appropriate means of instructing school personnel in the detection of child abuse and neglect and the proper action that school personnel should take in suspected cases of child abuse and neglect, including, but not limited to, an online training module to be provided by the State Department of Social Services.

(b) (1) The State Department of Education shall develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs.

(2) The State Department of Education shall develop appropriate means of instructing school personnel regarding the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs.

(c) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall do both of the following:

(1) Provide annual training, using the online training module provided by the State Department of Social Services or as provided in subdivision (d), to their employees and persons working on their behalf who are mandated reporters, as defined in Section 11165.7 of the Penal Code, pursuant to this section and subdivision (d) of Section 11165.7 of the Penal Code on the mandated reporting requirements. Mandated reporter training shall be provided to school personnel hired during the course of the school year. This training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Section 11166 of the Penal Code, is a misdemeanor punishable by up to six months confinement in a county jail, or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

(2) Develop a process for all persons required to receive training pursuant to this section to provide proof of completing the training within the first six weeks of each school year or within the first six weeks of that person's employment. The process developed under this paragraph may include, but not necessarily be limited to, the use of a sign-in sheet or the submission of a certificate of completion to the applicable governing board or body of the school district, county office of education, state special school and diagnostic center, or charter school.

(d) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools that do not use the online training module provided by the State Department of Social Services shall report to the State Department of Education the training being used in its place.

(e) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools are encouraged to participate in training on the prevention

of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs, and are also encouraged to provide all school employees with that training at least once every three years.

(f) This section shall become inoperative on July 1, 2025, and, as of January 1, 2026, is repealed.

SEC. 2. Section 44691 is added to the Education Code, to read:

44691. (a) The State Department of Education, in consultation with the Office of Child Abuse Prevention in the State Department of Social Services, shall do all of the following:

(1) Develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the detection and reporting of child abuse, and post on the department's internet website links to existing training resources.

(2) Provide statewide guidance on the responsibilities of mandated reporters who are school personnel in accordance with the Child Abuse and Neglect Reporting Act (Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code). This guidance shall include, but not necessarily be limited to, both of the following:

- (A) Information on the identification of child abuse and neglect.
- (B) Reporting requirements for child abuse and neglect.

(b) (1) The State Department of Education shall develop and disseminate information to all school districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools, and their school personnel in California, regarding the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs.

(2) The State Department of Education shall develop appropriate means of instructing school personnel regarding the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs.

(c) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools shall do the following:

(1) (A) Provide annual training, using the online training module provided by the State Department of Social Services or as provided in subdivision (d), to their employees and persons working on their behalf who are mandated reporters, as defined in Section 11165.7 of the Penal Code, pursuant to this section and subdivision (d) of Section 11165.7 of the Penal Code on the mandated reporting requirements. This training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Section 11166 of the Penal Code, is a misdemeanor punishable by up to six months confinement in a county jail, or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

(B) Provide annual training on the prevention of abuse, including sexual abuse, of children on school grounds, by school personnel, or in school-sponsored programs.

(C) The training provided pursuant to subparagraphs (A) and (B) shall be provided to school personnel hired during the course of the school year.

(D) It is the intent of the Legislature that the child abuse prevention content, as added by Assembly Bill 1913 of the 2023–24 Regular Session, will not add to the duration of training requirements pursuant to this section, as it read on January 1, 2024, but instead only alter the content of those training requirements.

(2) Develop a process for all persons required to receive training pursuant to this section to provide proof of completing the training within the first six weeks of each school year or within the first six weeks of that person's employment. The process developed under this paragraph may include, but not necessarily be limited to, the use of a sign-in sheet or the submission of a certificate of completion to the applicable governing board or body of the school district, county office of education, state special school and diagnostic center, or charter school.

(d) School districts, county offices of education, state special schools and diagnostic centers operated by the State Department of Education, and charter schools that do not use the online training module provided by the State Department of Social Services shall report to the State Department of Education the training being used in its place.

(e) This section shall become operative on July 1, 2025.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Assembly Bill No. 5

CHAPTER 220

An act to amend Section 218 of, and to add and repeal Section 218.3 of, the Education Code, relating to educational equity.

[Approved by Governor September 23, 2023. Filed with
Secretary of State September 23, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

AB 5, Zbur. The Safe and Supportive Schools Act.

Existing law establishes the system of public elementary and secondary schools in this state and provides for the establishment of local educational agencies to operate these schools and provide instruction to pupils. Existing law states the policy of the State of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other specified characteristic, equal rights and opportunities in the educational institutions of the state. Existing law requires, no later than July 1, 2021, the State Department of Education to develop resources or, as appropriate, update existing resources for in-service training on schoolsite and community resources for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils, and strategies to increase support for LGBTQ pupils, as specified. Existing law encourages schools operated by a school district or county office of education and charter schools to use those resources to provide training at least once every 2 years to teachers and other certificated employees of those schools that serve pupils in grades 7 to 12, inclusive.

This bill would require the State Department of Education, on or before July 1, 2025, to finalize the development of an online training delivery platform and an online training curriculum to support LGBTQ cultural competency training for teachers and other certificated employees, as specified. The bill would delete the above-described encouragement and instead would require, commencing with the 2025–26 school year and ending with the completion of the 2029–30 school year, each local educational agency, as defined, serving pupils in grades 7 to 12, inclusive, to use the online training delivery platform and curriculum, or an in-service alternative, to provide at least one hour of required training annually to teachers and other certificated employees at those schools, as provided. The bill would require each local educational agency to maintain records documenting the training, as provided. The bill would require the department to monitor compliance with the training requirement as part of the department's annual compliance monitoring of state and federal programs. The bill would require the department, within 9 months of the completion

of the 5-year training period, to report data from that compliance monitoring to the Legislature, and post the report on the department's internet website, as provided. By imposing additional duties on local educational agencies, the bill would impose a state-mandated local program. The bill would require these provisions to be known as the Safe and Supportive Schools Act. This bill would make these requirements inoperative on July 1, 2031, and would repeal them as of January 1, 2032.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. This act shall be known, and may be cited, as the Safe and Supportive Schools Act.

SEC. 2. Section 218 of the Education Code is amended to read:

218. (a) No later than July 1, 2021, the department shall develop resources or, as appropriate, update existing resources for in-service training on schoolsite and community resources for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils and strategies to increase support for LGBTQ pupils and thereby improve overall school climate. The resources shall be designed for use in schools operated by a school district or county office of education and charter schools serving pupils in grades 7 to 12, inclusive.

(b) The department shall periodically update the schoolsite and community resources for the support of LGBTQ pupils to reflect changes in law.

(c) (1) As used in this section, schoolsite resources for the support of LGBTQ pupils include, but are not limited to, all of the following:

- (A) Peer support or affinity clubs and organizations.
- (B) Safe spaces for LGBTQ pupils.
- (C) Antibullying and harassment policies and related complaint procedures.
- (D) Counseling services.
- (E) School staff who have received antibias or other training aimed at supporting LGBTQ youth.
- (F) Health and other curriculum materials that are inclusive of, and relevant to, LGBTQ youth.
- (G) Suicide prevention policies and related procedures.
- (H) Policies relating to use of school facilities, including, but not limited to, bathrooms and locker rooms.
- (I) Policies and procedures to protect the privacy of LGBTQ pupils.

(2) As used in this section, community resources for the support of LGBTQ pupils include, but are not limited to, both of the following:

(A) Local community-based organizations that provide support to LGBTQ youth.

(B) Local physical and mental health providers with experience in treating and supporting LGBTQ youth.

SEC. 3. Section 218.3 is added to the Education Code, immediately following Section 218, to read:

218.3. (a) For purposes of this section, “local educational agency” means a school district, county office of education, or charter school, serving pupils in any of grades 7 to 12, inclusive.

(b) (1) On or before July 1, 2025, the department shall finalize the development of an online training delivery platform and online training curriculum to support lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) cultural competency training for teachers and other certificated employees.

(2) The department may use resources developed pursuant to Section 148 of Chapter 44 of the Statutes of 2021 or Provisions 47 to 49, inclusive, of Item 6100-001-0001 of Section 2.00 of the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) to meet the requirements of paragraph (1).

(3) At a minimum, the training in paragraph (1) shall include information on all of the following topics:

(A) The creation of safe and supportive learning environments for LGBTQ+ pupils, including those with multiple intersecting identities, including, but not limited to, those who are members of the LGBTQ+ community, members of communities of color, immigrants, or people living with the human immunodeficiency virus.

(B) Identifying LGBTQ+ youth who are subject to, or may be at risk of, bullying and lack of acceptance at home or in their communities.

(C) The provision of targeted support services to LGBTQ+ youth, including counseling services.

(D) Requirements regarding school antibullying and harassment policies, and complaint procedures.

(E) Requirements regarding suicide prevention policies and related procedures.

(F) Requirements regarding policies relating to use of school facilities, including, but not limited to, bathrooms and locker rooms.

(G) Requirements regarding policies and procedures to protect the privacy of LGBTQ+ pupils.

(H) The importance of identifying local, community-based organizations that provide support to LGBTQ+ youth.

(I) The importance of identifying local physical and mental health providers with experience in treating and supporting LGBTQ+ youth.

(J) The formation of peer support or affinity clubs and organizations.

(K) The importance of school staff who have received antibias or other training aimed at supporting LGBTQ+ youth.

(L) Health and other curriculum materials that are inclusive of, and relevant to, LGBTQ+ youth.

(c) Commencing with the 2025–26 school year, and continuing through the 2029–30 school year, a local educational agency shall provide and require at least one hour of training annually to all teachers and other certificated employees serving pupils in grades 7 to 12, inclusive, in a manner designed to cover the core elements of the curriculum developed pursuant to subdivision (b) over the five-year period. A teacher or certificated employee shall be exempt from the annual requirement if they completed the required training within the same year at another local educational agency in this state. All of the following shall apply to the training under this section:

(1) A local educational agency may provide the training using the online training curriculum and platform pursuant to subdivision (b) or with in-service training using the resources developed by the department pursuant to Section 218 that meets the requirements of this section.

(2) A local educational agency shall maintain records documenting both of the following:

(A) The date that each employee satisfied the requirements of this section.

(B) The name of the entity that provided the training.

(3) Notwithstanding any other law, a local educational agency shall maintain the records required in paragraph (2) according to their local retention schedule after employees receive the training and make the records available to the department upon request, as part of the department's annual compliance monitoring of state and federal programs. These records are public records subject to disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).

(4) A local educational agency shall ensure that teachers and all other certificated employees complete the training required by this section on paid time during the employees' regular work hours or designated professional development hours unless otherwise negotiated and mutually agreed upon with the employees' exclusive representative.

(5) Employees may complete training individually or as part of a group presentation and the training may be completed in shorter segments as long as the applicable hourly total requirement is met.

(d) A local educational agency shall ensure that the in-service training it chooses to use as an alternative to the online training pursuant to paragraph (1) of subdivision (c) is substantially similar to and meets the same standards of the online training described in this section.

(e) Nothing in this section shall prohibit a local educational agency from providing longer, more frequent, relevant in-service training to meet the online training standards, provided that it is mutually agreed to with the employee's exclusive representative.

(f) (1) The department shall monitor compliance with the training requirement pursuant to subdivision (c) through its existing annual compliance monitoring of state and federal programs.

(2) Notwithstanding Section 10231.5 of the Government Code, the department shall provide a report to the relevant policy and fiscal committees of the Legislature within nine months after the conclusion of the 2029–30 school year, summarizing the data collected through compliance monitoring over the five-year period, including the local educational agencies selected for monitoring and relevant compliance findings, if any, pursuant to this section. The department shall publicly post the report on its internet website.

(3) The report required by paragraph (2) shall be submitted in compliance with Section 9795 of the Government Code.

(g) This section shall become inoperative on July 1, 2031, and, as of January 1, 2032, is repealed.

SEC. 4. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.