

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees,
this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

Rio Vista High School • 410 South Fourth Street, Rio Vista, CA

June 26, 2018

5:30 pm

A copy of the full agenda (with backup documents but without confidential closed session items) is available for public review at the District Office, 445 Montezuma St., Rio Vista, California, at least 72 hours prior to the announced meeting of the Board of Trustees or online at <http://riverdelta.org> under the heading: Board of Trustees

REGULAR MEETING AGENDA

1. Call the Open Session to Order (@ 4:30 p.m.)
2. Roll Call
3. Review Closed Session Agenda (see attached agenda)
 - 3.1 Announce Closed Session Agenda
 - 3.2 Public Comment on Closed Session Agenda Items Only
4. Approve Closed Session Agenda and Adjourn to the **Closed Session** (@4:35 p.m.)

Motioned: _____ Second: _____ Times: _____

5. Reconvene to Open Session (@5:30 p.m.)
 - 5.1 Retake Roll Call
Member Fernandez ____; Member Olson ____; Member Riley ____; Member Donnelly ____;
Member Elliott ____; Member Maghoney ____; Member Bettencourt ____
 - 5.2 Pledge of Allegiance
6. Report of Action taken, if any, during the Closed Session (Government Code Section 54957.1)
Board President Fernandez
7. Review and Approve the **Open Session** Agenda

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____

8. Public Comment: **Anyone may address the Board at this time regarding any subject that is within the Board's subject-matter jurisdiction which is not on this night's agenda** [Government Code Section 54954.3 and Education Code Sections 35145.5 and 72121.5]. **However, please hold your comments on a specific agendized item on this agenda until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. However, **understand the Board may not take action on any item which is not actually listed on this agenda** (except as authorized by Government Code Section 54954.2). (BB9323) **Individual speakers shall be allowed three minutes to address the Board on any non-agendized item. The Board shall limit the total time for public presentation and input on all items to a maximum of 20 minutes.** With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons to speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration. {If you wish to have an item placed on the agenda for discussion and/or action by the Board, you must notify the Board Secretary/Superintendent in writing no later than ten working days prior to a regularly scheduled Board meeting requesting permission. After the Superintendent's Cabinet has met, you will be notified of their decision.}

9. **Reports, Presentations, Information**

- 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –
 - 9.1.1 Board Members' report(s)
 - 9.1.2 Committee Report(s)
 - 9.1.3 Superintendent Don Beno' report(s)
- 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Director of MOT
 - 9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston
 - 9.2.2 MOT Update – Craig Hamblin
- 9.3 Presentations – Don Beno
 - 9.3.1 Receive presentations of the District Schools' Single Plan for Student Achievement for the 2018-2019 school year, presented by Laura Uslan, principal of Delta High and Clarksburg Middle Schools; Sonia Rambo, principal of Riverview Middle School; and Vicky Turk, principal of Rio Vista High School.

10. **Consent Calendar**

- 10.1 Approve Board Minutes
Regular Meeting of the Board – June 12, 2018
- 10.2 Receive and Approve Monthly Personnel Reports
As of June 26, 2018
- 10.3 Request to approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2018-2019 school year at a cost not to exceed \$10,000 – Special Education and General Funds – Kathy Wright
- 10.4 Request to approve the contract with School City for the 2018-2019 school year at a cost not to exceed \$8,800 – Educational Services Funds– Kathy Wright
- 10.5 Request to declare as surplus miscellaneous textbooks, instructional materials, obsolete technology and equipment that are being replaced with new curriculum and deem all as zero value – Kathy Wright
- 10.6 Approval of the Clarksburg Middle, Delta High, Riverview Middle and Rio Vista High School’s Single Plans for Student Achievement for the 2018-2019 school year – Site Principals
- 10.7 Request to Pre-Approve the 2018-19 ASB, Booster Club, PTC and PTA Fundraisers– Site Principals
- 10.8 Request to approve the purchase of ABC Mouse Early Learning Academy for the 2018-2019 school year at a cost not to exceed \$3,125 – Educational funds – Kathy Wright
- 10.9 Request approval to renew the AVID membership and pay dues for River Delta Unified School District schools for the 2018-2019 school year - \$37,696 - Educational Service Funds – Kathy Wright
- 10.10 Request to approve the renewal of 61 Odysseyware web-based instructional program licenses for use in Alternative Education, Special Education and Adult Education throughout the district for the 2018-2019 school year at a cost not to exceed \$45,200 – Educational Services and Adult Education Funds – Kathy Wright
- 10.11 Request to approve of purchase of licenses for IXL Learning Math Software for the 2018-2019 school year at a cost not to exceed \$4,076 – Educational Service Funds – Kathy Wright
- 10.12 Request the approval for the purchase of Measures of Academic Performance (MAP) assessments for student’s grades K-10 at a cost not to exceed \$22,865 - Educational Services Funds– Kathy Wright
- 10.13 Request to approve the Renewal of licenses with Renaissance Learning Educational Software Licenses for the 2018-2019 school year at a cost not to exceed \$20,416.77 - Educational Services & After School Program Funding – Kathy Wright
- 10.14 Request to approve the Medical Billing Systems, Inc. Agreement for the 2018-2019 school year at a cost not to exceed \$1,000 – Educational Services Funds– Kathy Wright
- 10.15 Request to approve the purchase of licenses for Turnitin, LLC software for the 2018-2019 school year at a cost not to exceed \$5,190 – Educational Services Funds– Kathy Wright
- 10.16 Request to approve the renewal of the 460 Lexia Reading Program licenses for 1 year at \$30 per license at a cost not to exceed \$13,800 – Educational Services Funds- Kathy Wright
- 10.17 Request to approve the Professional Expert Agreement with Linda Van DeMaele to provide health services and instruction for the 2018-2019 school year at a cost not to exceed \$9000, General Fund – Kathy Wright
- 10.18 Request to approve the 2018-19 Consolidated Application (Con App) – Kathy Wright
- 10.19 Request to approve the modifications to River Delta Unified School Districts Disciplinary Guide to meet California Education Codes – Don Beno
- 10.20 Donations to Receive and Acknowledge:

Rio Vista High School – “Every Senior Receives a Yearbook”

- Danny and Angie Hagan & Family
- Rio Vista Rotary Club
- Jerry and Nadine Penick
- Kyle and Kearsten Turk
- Danny and Delinda Bowers
- George and Kristy Apple
- Tammy Trujillo
- Robert and Susan Hickey
- Roxanne Stiles-Donnelly
- Maria Elena Becerra
- Collin and Jessica Turk
- Ann Riedmiller
- Amador and Ann Arroyo
- Hector and Stefanie Dela Rosa
- Page and Sara Baldwin

Riverview Middle School – General Donation

- Beth Brockhouse (PG&E) - \$102.56

Action Items -- Individual speakers shall be allowed three minutes to address the Board on any agendized item. The Board shall limit the *total time* for public presentation and input on *all items* to a maximum of 20 minutes. With Board consent, the Board President may increase or decrease the time allowed for public comment, depending on the topic and the number of persons wishing to be heard and the overall length of the agenda. The Board President may take a poll of speakers for or against a particular issue and may ask that additional persons to speak only if they have something new to add. (BB 9323) Anyone may appear at the Board meeting to testify in support of, or in opposition to, any item on this agenda being presented to the Board for consideration.

11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislation or mandated language and citation revisions as of May 2018 – Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
12. Request to approve and adopt the 2018-2019 LCAP for River Delta Unified School District – Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
13. Request to approve and adopt the Proposed 2018-2019 District Budget for River Delta Unified School District – Elizabeth Keema-Aston
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
14. Request to approve the contract with Loy Mattison Enterprises, E-rate Consultant to provide assistance with the E-Rate process in fiscal year 2018-2019, not to exceed \$8,000 – Elizabeth Keema-Aston
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
15. Request to approve the adoption and purchase of “myWorld Interactive K-5” by Pearson for the K-5 History Social Science program and “myWorld Interactive Secondary” by Pearson for 6th Grade History-Social Science program at a cost not to exceed \$111,343.35.- Educational Funds – Kathy Wright
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
16. Request to approve the adoption and purchase of “myWorld Interactive Secondary” by Pearson for the 7th – 12th Grade History-Social Science program at a cost not to exceed \$142,938.91 - Educational Funds – Kathy Wright
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
17. Request to approve the budget of \$150,000 and to authorize the Superintendent to award and finalize contracts for the Student Drop-off Loop Repairs at D. H. White Elementary School. Contractor to be determined – ERP Funds - Don Beno
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
18. Request the Board’s approval to file a Notice of Completion for the District Wide Lighting Retrofit Project (Prop. 39) completed on June 22, 2018 – Elizabeth Keema-Aston
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____
19. Re-Adjourn to continue Closed Session, if needed
20. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Fernandez
21. Adjournment
 Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Abstentions: _____ Time: _____

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Americans with Disabilities Act Compliance: Any and all requests for “...any disability-related modification or accommodation, including auxiliary aids or services...” needed to access our agendas or to participate in the public meetings, must be received in writing by the Superintendent’s Office at 445 Montezuma Street, Rio Vista, CA 94571 at least annually before July 1 of each year -- or at least 5 calendar days prior to the individual meeting in question. All inquiries may be directed to the Superintendent’s Office c/o Jennifer Gaston at (707) 374-1711.

AFFIDAVIT OF NOTICING AND POSTING:
 I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, June 22, 2018, by or before 5:30 p.m.
By: *Jennifer Gaston* Jennifer Gaston, Executive Assistant, to the Superintendent

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

By Order of the President of the Board of Trustees,
this is a Call for the Regular Meeting of the Board of Trustees of the River Delta Unified School District to be held:

Rio Vista High School • 410 South Fourth Street, Rio Vista, CA

June 26, 2018

4:30 pm

CLOSED SESSION

As provided by Government Code Section 54957, the Board is requested to meet in closed session for consideration of **personnel appointment, employment, discipline, complaint, evaluation or dismissal** [Government Code Section 54957], **possible or pending litigation** [Government Code 54956.9(a)(b)(c)], **student discipline** [Education Code Sections 49070 (c) and 76232 (c)], **employee/employer negotiations** [Government Code Section 3549.1 and 54957.6], **or real property transactions** [Government Code Section 54956.8].

A Closed Session will be held beginning at 4:35 p.m. on June 26, 2018, at Rio Vista High School, Rio Vista, California (which is prior to the full Open Session). Any formal action taken by the Board will be reported in the Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. As needed, this Closed Session may be reconvened following the full Open Session. Any formal action taken by the Board will be reported in Open Session prior to adjournment.

4. CLOSED SESSION

- 4.1 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]
Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)
 - 4.1.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

- 4.2 Student Discipline [Education Code Sections 49070 (c) and 76232 (c)]. – None

- 4.3 **Personnel Evaluation, Searches, Appointment, Employment, Complaint, Discipline, Dismissal, Non-reelects and Releases** [Government Code Section 54957]
Following Conference with Legal Counsel (Girard, Edwards, Stevens & Tucker LLP)

Public Employee(s) Evaluation:

- 4.3.1 Chief Business Officer
- 4.3.2 Certificated
- 4.3.3 Classified
- 4.3.4 Public Employee(s) Searches, Appointment, Employment conditions
- 4.3.5 Complaint, Discipline, Dismissal, Non-reelects, & Releases
- 4.3.6 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.
 - 4.3.6.1 RDUTA
 - 4.3.6.2 CSEA

- 5. **Adjourn to Open Session** (@5:30 p.m.) Any formal action taken by the Board in the above items will be reported in Open Session of this regular meeting of the Board of Trustees [Government Code Section 54957.1]. The meeting may be reconvened as needed (i.e. following the end of Open Session).

Motioned: _____ Second: _____ Ayes: _____ Noes: _____ Absent: _____ Time: _____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018 Attachments: X
From: Elizabeth Keema-Aston, Chief Business Officer Item No.: 9.2.1

SUBJECT: Monthly Enrollment and ADA Report (**June Month 11**) Action Item: _____
Consent Action: _____
Information Only: x

Background: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for *2016-2017 and 2017-2018*. The summary also shows the increase/decrease enrollment for current and prior months. The attached charts compare the ADA with Enrollment for the current year and five (5) prior years.

Status: District-wide enrollment ***increased by 24 students*** compared to the same month last year, *increasing* from 1,829 to 1,853. (Does not include Adult Ed)

District-wide enrollment ***decreased by 53 students*** compared to last month (*May*), *Decreasing* from 1,906 to 1,853. (Does not include Adult Ed)

District-wide attendance ***decreased 15 ADA*** compared to last month (*May*), *1,817 to 1,802*. (Does not include Adult Ed)

Prepared by: Elvia Navarro, Accounting Specialist

Presenter: Elizabeth Keema-Aston, Chief Business Officer

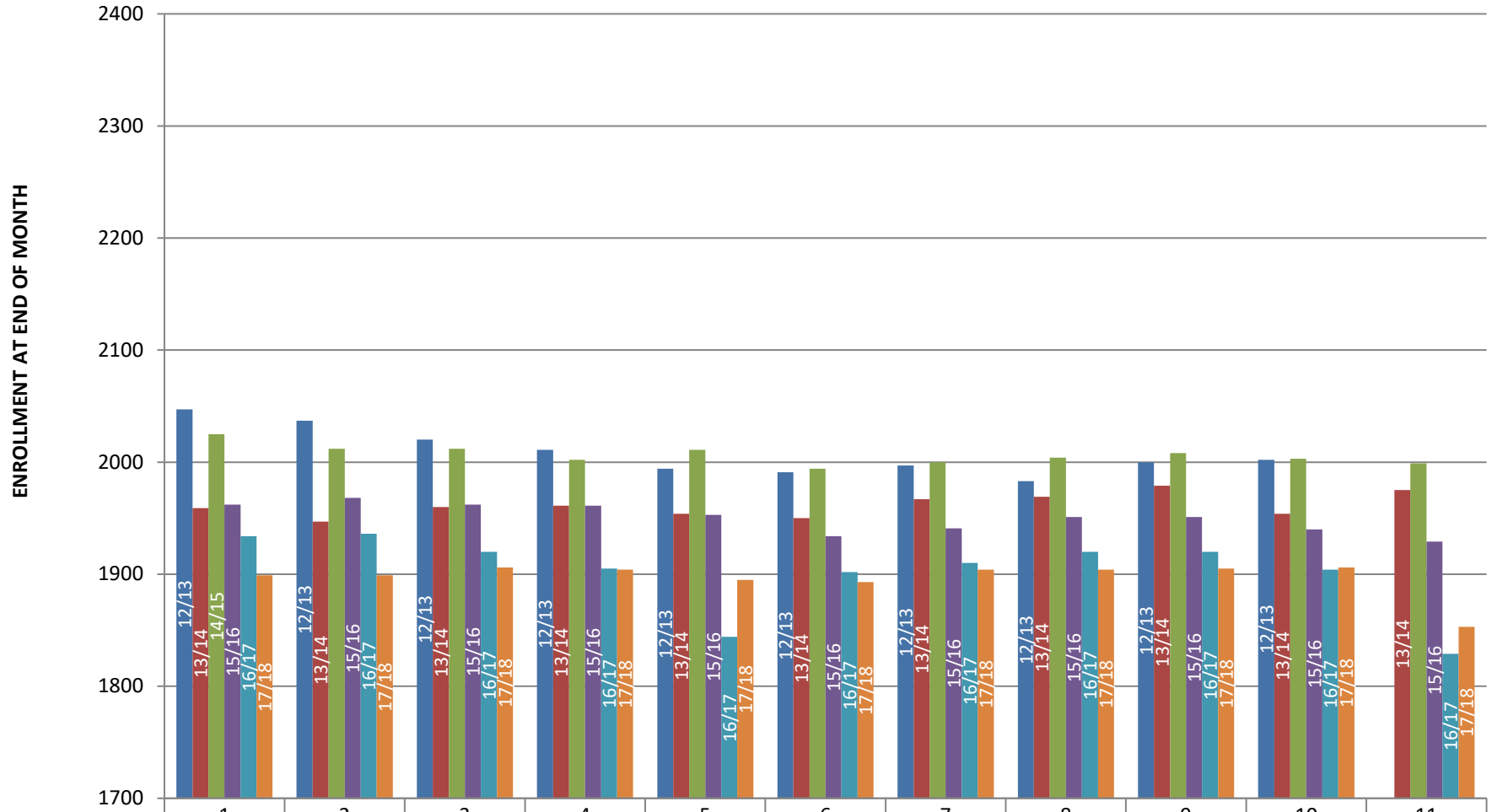
Recommendation:

That the Board receives the information presented.

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr	% of ADA	OCT	OCT	Incr/Decr	% of ADA	NOV	NOV	Incr/Decr	% of ADA	DEC	DEC	Incr/Decr	% of ADA
		16-17	17-18			16-17	17-18	From Pr Month		16-17	17-18	From Pr Month		16-17	17-18	From Pr Month		16-17	17-18	From Pr Month	
BATES	ENR	151	136	97.8%		153	132	-4	100.0%	148	137	5	94.9%	149	137	0	97.8%	137	129	-8	102.3%
	ADA	149	133			147	132			146	130			143	134			146	132		
CLARKSBURG (7th & 8th Gr)	ENR	177	197	98.0%		176	197	0	97.5%	172	197	0	97.0%	171	194	-3	98.5%	165	197	3	94.9%
	ADA	171	193			171	192			168	191			165	191			165	187		
ISLETON	ENR	173	159	96.2%		176	158	-1	95.6%	173	162	4	95.7%	172	161	-1	96.3%	170	162	1	93.8%
	ADA	166	153			167	151			166	155			165	155			162	152		
RIVERVIEW	ENR	244	231	97.8%		245	230	-1	96.1%	244	231	1	94.4%	242	231	0	95.7%	242	230	-1	95.7%
	ADA	236	226			237	221			232	218			232	221			231	220		
WALNUT GROVE	ENR	168	163	96.9%		170	164	1	96.3%	170	166	2	95.8%	168	165	-1	95.8%	167	162	-3	96.3%
	ADA	165	158			162	158			161	159			164	158			160	156		
D.H. WHITE	ENR	363	352	94.0%		359	353	1	95.5%	354	349	-4	95.1%	352	356	7	93.8%	338	335	-21	98.8%
	ADA	345	331			340	337			339	332			338	334			328	331		
ELEMENTARY SUB TOTAL	ENR	1,276	1,238			1,279	1,234	-4		1,261	1,242	8		1,254	1,244	2		1,219	1,215	-29	
	ADA	1,232	1,194			1,224	1,191			1,212	1,185			1,207	1,193			1,192	1,178		
CLARKSBURG (9th Grade)	ENR	58	80	98.8%		58	80	0	97.5%	58	79	-1	98.7%	58	79	0	93.7%	55	81	2	95.1%
	ADA	57	79			56	78			57	78			56	74			56	77		
DELTA HIGH	ENR	190	162	98.8%		190	164	2	95.7%	189	165	1	95.2%	188	164	-1	96.3%	177	166	2	94.0%
	ADA	185	160			182	157			181	157			180	158			179	156		
RIO VISTA HIGH	ENR	377	386	96.4%		373	385	-1	95.6%	381	387	2	94.8%	370	381	-6	96.1%	363	368	-13	99.2%
	ADA	365	372			360	368			361	367			357	366			357	365		
HIGH SCHOOL SUB TOTAL	ENR	625	628			621	629	1		628	631	2		616	624	-7		595	615	-9	
	ADA	607	611			598	603			599	602			593	598			592	598		
Mokolumne High (Continuation)	ENR	18	15			17	14	-1		12	12	-2		13	14	2		9	12	-2	
	ADA	15	12			13	12			9	10			11	12			10	12		
River Delta High/Elem (Alternative)	ENR	10	14			15	18	4		14	17	-1		16	18	1		16	17	-1	
	ADA	9	11			10	11			9	13			10	14			12	16		
Community Day	ENR	5	4			4	4	0		5	4	0		6	4	0		5	3	-1	
	ADA	4	3			4	4			4	4			5	4			5	4		
TOTAL K-12 LCFF Funded	ENR	1,934	1,899			1,936	1,899	0		1,920	1,906	7		1,905	1,904	-2		1,844	1,862	-42	
	ADA	1,867	1,831			1,849	1,821			1,833	1,814			1,826	1,821			1,811	1,808		
Wind River- Adult Ed	ENR	13	0			19	40	40		30	48	8		31	53	5		25	53	0	
TOTAL DISTRICT	ENR	1,947	1,899			1,955	1,939	40		1,950	1,954	15		1,936	1,957	3		1,869	1,915	-42	

SITE		JAN	JAN	Incr/Decr From Pr Month	% of ADA	FEB	FEB	Incr/Decr From Pr Month	% of ADA	MAR	MAR	Incr/Decr From Pr Month	% of ADA	APR	APR	Incr/Decr From Pr Month	% of ADA	MAY	MAY	Incr/Decr From Pr Month	% of ADA	JUNE	JUNE	Incr/Decr From Pr Month	% of ADA
		16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18			16-17	17-18		
BATES	ENR	148	136	7		152	137	1		151	137	0		152	133	-4		152	134	1		152	134	0	
	ADA	139	133			97.8%	146			134	97.8%			146	133			97.1%	147			130	97.7%		
CLARKSBURG (7th & 8th Gr)	ENR	172	196	-1		174	197	1		174	196	-1		174	196	0		175	196	0		175	196	0	
	ADA	160	185			94.4%	167			189	95.9%			166	189			96.4%	169			189	96.4%		
ISLETON	ENR	171	164	2		169	166	2		168	167	1		170	165	-2		160	167	2		164	167	0	
	ADA	159	148			90.2%	160			155	93.4%			161	158			94.6%	163			158	95.8%		
RIVERVIEW	ENR	243	230	0		245	229	-1		247	229	0		247	234	5		244	232	-2		248	234	2	
	ADA	221	214			93.0%	234			216	94.3%			235	217			94.8%	241			220	94.0%		
WALNUT GROVE	ENR	170	167	5		169	166	-1		171	169	3		172	170	1		172	171	1		174	171	0	
	ADA	151	159			95.2%	157			160	96.4%			164	159			94.1%	164			162	95.3%		
D.H. WHITE	ENR	345	348	13		347	350	2		355	352	2		354	357	5		356	358	1		349	358	0	
	ADA	317	331			95.1%	322			332	94.9%			330	327			92.9%	336			334	93.6%		
ELEMENTARY SUB TOTAL	ENR	1,249	1,241	26		1,256	1,245	4		1,266	1,250	5		1,269	1,255	5		1,259	1,258	3		1,262	1,260	2	
	ADA	1,147	1,170			1,186	1,186			1,202	1,183			1,220	1,193			1,204	1,203			1,191	1,194		
CLARKSBURG (9th Grade)	ENR	57	80	-1		57	80	0		57	80	0		57	79	-1		57	79	0		57	79	0	
	ADA	51	68			85.0%	55			76	95.0%			55	77			96.3%	55			77	97.5%		
DELTA HIGH	ENR	189	161	-5		187	166	5		184	165	-1		183	165	0		183	165	0		111	107	-58	
	ADA	174	149			92.5%	174			156	94.0%			174	157			95.2%	174			155	93.9%		
RIO VISTA HIGH	ENR	373	376	8		376	380	4		374	375	-5		374	373	-2		368	374	1		370	377	3	
	ADA	345	361			96.0%	352			357	93.9%			357	350			93.3%	349			352	94.4%		
HIGH SCHOOL SUB TOTAL	ENR	619	617	2		620	626	9		615	620	-6		614	617	-3		608	618	1		538	563	-55	
	ADA	570	578			581	589			586	584			578	584			573	586			558	583		
Mokelumne High (Continuation)	ENR	11	14	2		12	13	-1		15	13	0		14	12	-1		12	10	-2		12	10	0	
	ADA	7	11			9	12			12	11			12	11			11	8			9	7		
River Delta High/Elem (Alternative)	ENR	17	17	0		18	16	-1		20	17	1		19	18	1		20	18	0		12	18	0	
	ADA	11	13			13	13			15	13			14	12			14	18			16	16		
Community Day	ENR	6	3	0		4	3	0		4	4	1		4	3	-1		5	2	-1		5	2	0	
	ADA	5	2			4	3			5	3			4	3			4	2			3	2		
TOTAL K-12 LCFF Funded	ENR	1,902	1,892	30		1,910	1,903	11		1,920	1,904	1		1,920	1,905	1		1,904	1,906	1		1,829	1,853	-53	
	ADA	1,740	1,774			1,793	1,803			1,820	1,794			1,828	1,803			1,806	1,817			1,777	1,802		
Wind River- Adult Ed	ENR	27	55	2		33	57	2		47	58	1		47	58	0		40	58	0		40	58	0	
TOTAL DISTRICT	ENR	1,929	1,947	32		1,943	1,960	13		1,967	1,962	2		1,967	1,963	1		1,944	1,964	1		1,869	1,911	-53	

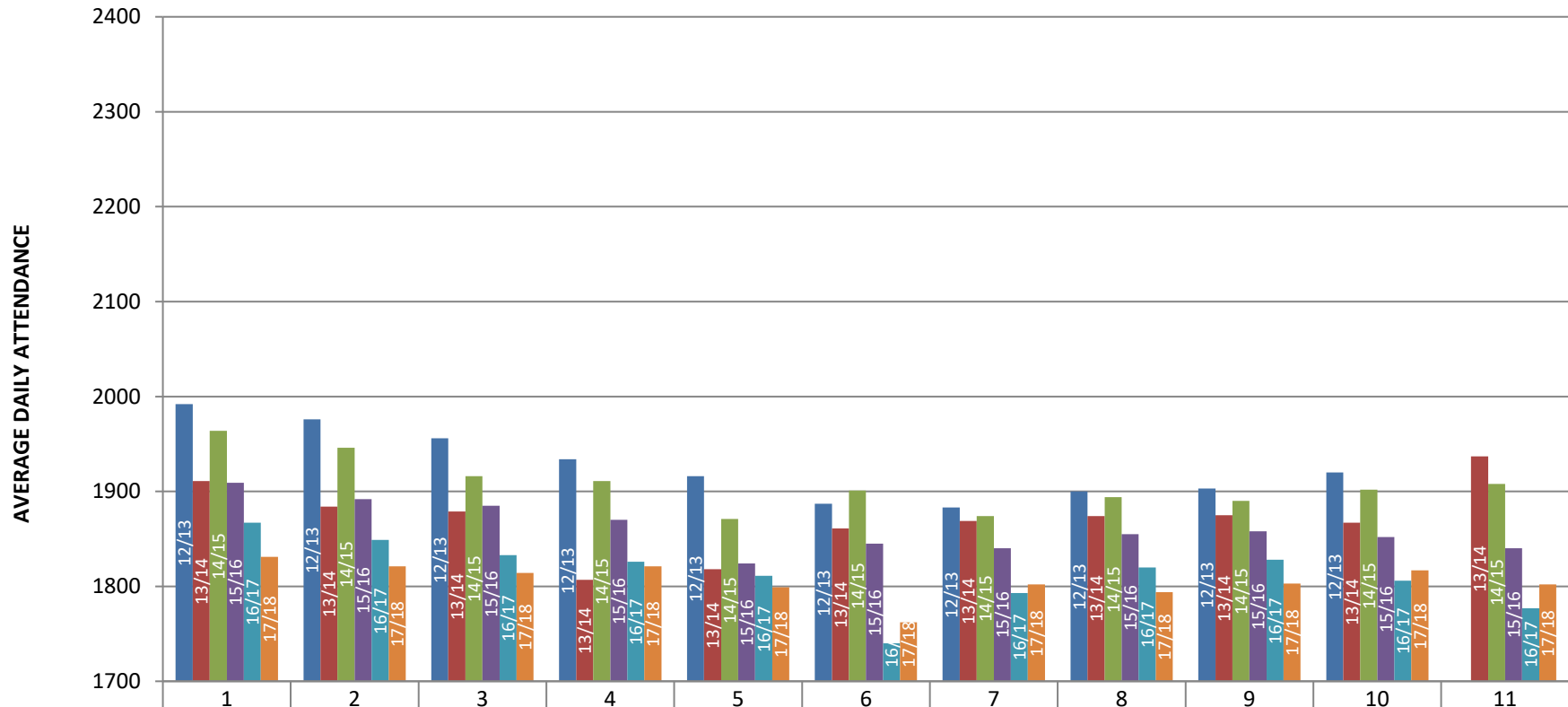
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
12/13	2047	2037	2020	2011	1994	1991	1997	1983	2000	2002	
13/14	1959	1947	1960	1961	1954	1950	1967	1969	1979	1954	1975
14/15	2025	2012	2012	2002	2011	1994	2000	2004	2008	2003	1999
15/16	1962	1968	1962	1961	1953	1934	1941	1951	1951	1940	1929
16/17	1934	1936	1920	1905	1844	1902	1910	1920	1920	1904	1829
17/18	1899	1899	1906	1904	1895	1893	1904	1904	1905	1906	1853

SCHOOL MONTH

ACTUAL ATTENDANCE



	1	2	3	4	5	6	7	8	9	10	11
■ 12/13	1992	1976	1956	1934	1916	1887	1883	1900	1903	1920	
■ 13/14	1911	1884	1879	1807	1818	1861	1869	1874	1875	1867	1937
■ 14/15	1964	1946	1916	1911	1871	1901	1874	1894	1890	1902	1908
■ 15/16	1909	1892	1885	1870	1824	1845	1840	1855	1858	1852	1840
■ 16/17	1867	1849	1833	1826	1811	1740	1793	1820	1828	1806	1777
■ 17/18	1831	1821	1814	1821	1799	1762	1802	1794	1803	1817	1802

SCHOOL MONTH

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: X

From: Craig Hamblin, Dir. MOT

Item Number: 9.2.2

SUBJECT Monthly M.O.T. Information Report

Action: _____

Consent Action: _____

Information Only: X

Background:

To provide a monthly update on the activities of the Maintenance, Operations & Transportation departments

Status:

See attached monthly report for the period of June 2018

Presenter

Don Beno, Superintendent

Other People Who Might Be Present

Cost &/or Funding Sources

Recommendation:

That the Board receives this information

Time: 5 mins.

Maintenance, Operations & Transportation
Monthly Report for Board Meeting
June 26, 2018

Routine maintenance, repairs and custodial duties at all school sites and district office were completed. Other non-routine projects have been captured below.

Maintenance & Operations:

RIO VISTA HIGH SCHOOL

- Recoating of gym floor – **Completed**
- Fill cracks with rubberized filler Teachers Parking lot – **Completed**

RIVERVIEW MIDDLE SCHOOL

- Recoating of gym floor - **Complete**
- Fill cracks with rubberized filler and apply OverKote Asphalt Sealant and restripe to playground areas – **Completed**

D.H. WHITE ELEMENTARY SCHOOL

- Fill cracks with rubberized filler and apply OverKote Asphalt Sealant and restripe to D.H. White Teachers parking lot - **Completed**

ISLETON ELEMENTARY SCHOOL

- Recoating of gym floor - **Completed**

CLARKSBURG MIDDLE SCHOOL

- The floor and wall dry rot has been repaired in room #6 at CMS – **Completed**

DELTA HIGH SCHOOL

- Recoating of gym floor – **Completed**

ROOF REPAIRS

Tear off and preparation for the new roofs are completed at:

- Delta High School
- Isleton Elementary
- Walnut Grove

*All roofing projects are waiting for the metal Roof materials.

**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Don Beno, Superintendent

Item Number: 10.1

SUBJECT Request to approve the minutes from the Board of
Trustee's meeting held on June 12, 2018

Action: _____
Consent Action: x____
Information Only: _____

Background:

Attached are the minutes from the Board of Trustee's meeting held on:
June 12, 2018.

Status:

The board is to review for approval.

Presenter

Jennifer Gaston, recorder

Other People Who Might Be Present

Board

Cost &/or Funding Sources

None

Recommendation:

That the Board approves the Minutes as submitted.

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

June 12, 2018

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:30 p.m. on June 12, 2018 at Walnut Grove Elementary School, Walnut Grove, California.

2. **Roll Call of Members:**

Alicia Fernandez, President
Don Olson, Vice President
Marilyn Riley, Clerk
Sarah Donnelly, Member
Chris Elliott, Member (Absent)
Katy Maghoney, Member
David Bettencourt, Member

Also present: Don Beno, Superintendent

3. **Review, Approve the Closed Session Agenda and Adjourn to Closed Session**

- 3.1 Board President Fernandez announced items on the Closed Session Agenda.
- 3.2 Public Comment on Closed Session Agenda Items. – *None to report*
- 3.3 Approve Closed Session Agenda and Adjourn to the **Closed Session**

4. Board President Fernandez asked for a motion to adjourn the meeting to Closed Session @ 5:32 pm

Member Riley moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)

5. **Open Session was reconvened at 6:41 pm**

- 5.1 Roll was retaken, Member Elliott was absent and all other members were present.

Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.

- 5.2 The Pledge of Allegiance was led by Carrie Norris, Principal of Walnut Grove Elementary School

- 5.3 Retirement recognition – Although the retirees were not in attendance, Mr. Don Beno recognized four district employees who have retired in the 2017-2018 school year. Don Farrell, bus driver; Annette Hastings, bus driver; Barbara Moriearty, teacher at Bates Elementary School and Anita Mitchell, an instructional aide.

6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)

Board President Fernandez reported that the Board took the following actions during closed session.

The Board has reviewed the Stipulated Expulsion Agreement and rehabilitation plan for student case #1718-311-004.

Member Bettencourt moved to approve the stipulated expulsion agreement and rehabilitation plan, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)

The Board has reviewed the Stipulated Expulsion Agreement and rehabilitation plan for student case #1718-311-005.

Member Bettencourt moved to approve the stipulated expulsion agreement and rehabilitation plan, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)

The Board reviewed and amended section XIII Fringe Benefits of the Superintendent's contract with no additional costs to the district's budget.

Member Olson moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)

7. **Review and Approve the Open Session Agenda**

Board President Fernandez asked for a motion to approve the Open Session Agenda

Member Olson moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)

8. **Public Comment:** Jennifer Stone, a parent of a Walnut Grove Elementary School student, made comment that she would like hot water available throughout the school site for health and safety reasons.

Chandra Drury, a parent who has students attending Rio Vista High School and Riverview Middle School, has concern with the lack of discipline structure at Riverview Middle School. She feels that this lack of discipline is affecting the performances of the students. She would like to see resources added to the budget, such as a vice principal or a counselor on campus to "Right the Sinking Ship" prior to the budget being approved.

Kylie Meints, a parent of a D.H. White Elementary School student, expressed concern that the district was planning to convert the current D.H. White Elementary from a K – 4th grade school to a K – 8th grade school in the near future. She is strongly against the idea of a K-8 school and would like to see extracurricular activities such as Art, and PE offered with the current configuration.

9. Reports, Presentations, Information

9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s) –

- 9.1.1 Board Members' report(s): Katy Maghoney reported that she had attended several promotions and graduations. She also attended Isleton's Elementary awards ceremony. Member Maghoney volunteered at Isleton Elementary playing kickball with the students and stated it was nice to see them so enthusiastic.

Member Donnelly Reported that she had attended the promotion at Riverview Middle School and that she was fortunate to hand out diplomas at Rio Vista High School's graduation. Member Donnelly felt a special connection with this graduating class, fore she was a regular substitute teacher when they attended D.H. White School. Member Donnelly mentioned that she was pleased with the new format incorporating the historians section within the different speeches.

Member Riley attended the Alternative Education graduation and Rio Vista High School's graduation ceremonies.

Member Olson attended several graduation ceremonies. While attending Isleton's promotion he was impressed with the way the students sang, he stated they're a real musical group. He mentioned the speeches at Riverview Middle School were exceptional, considering how young the students were. Member Olson said that as a Board member, handing out the diplomas at graduation is one of the best days of the year.

Member Fernandez reported that she was unable to attend any the ceremonies this year.

Member Bettencourt announced that he would not be running for re-election this year and would be moving to Elk Grove. He hopes that a Walnut Grove resident will step up and fill the open position. Member Bettencourt said that this has been a rewarding job.

- 9.1.2 Committee Report(s): None to report

- 9.1.3 Superintendent Beno's report(s) – Mr. Beno reported that due to social media it hadn't come as a complete surprise of some of the public comments made this evening and had planned on addressing a few of these topics during his superintendent's reports. Regarding the K-8 reconfiguration, Mr. Beno stated that research has shown that a K-8 structure is highly successful academically and socially. He has witnessed this first hand during his tenure in a former district. He mentioned that this reconfiguration will depend on the developments in Rio Vista, and how many children it generates. The majority of the homes in the new development will be designated as senior living (over 55) with approximately 220 homes designated for single families. The original plan some 20 years ago was to develop a significantly larger number of single family homes (approximately 1700) and would include the developer building a new K-8 grade school in the area of the development. Moving forward, the new developer has decreased the number of single family homes to 220 which will not generate the number of students it would take to fill a new K-8 school. However, the students generated by these 220 new homes will need to be absorbed in our current K-12 schools in Rio Vista. Mr. Beno stated the decision has not yet been made on what configuration will be used, and the process will take a long time, most likely it would not take effect until 2023 or slightly sooner possibly 2022 depending on how fast the development moves. The district is having discussions with administrators and other staff member so the thought process will begin. Mr. Beno thanked the parents for feedback and assured them that decision will not be made in the near future.

Mr. Beno addresses concerns at Riverview Middle School, he stated that he has meet with the principal on many occasions during this year and has had a few meetings with the principal and parents who are requesting of hiring addition staffing to support the school. Mr. Beno advised the parents that the district has hired an extra teacher, which has been in place for two years to run the CARE program. This program is designed to specifically address the needs of students who are at risk and or who are not performing academically. This additional staffing is beyond ratios within the district. An additional instruction aide for supervision has also been in place at Riverview, there is not another school site in the district to have both positions available to them. The district has been providing support leading up to this year and during this year to help with this issue. Mr. Beno stated there is still work to be done to address and mitigate these issues and he will be working on them during the

summer. Mr. Beno said that other personnel actions have been taken, however, he is not at liberty to discuss them.

Mr. Beno reported that he attended eight graduations this year; all of them were wonderful. He enjoys all grade levels from Kinder promotions to the high school graduations. He has calculated that he has attended over 100 graduation ceremonies over his career and has never tired of attending them. As a former high school principal, he finds these graduations near and dear to his heart, because it's not only that they have reached the end of what we can offer them, but they are off on their own.

Tom Torlakson, the Superintendent of California Schools was a guest speaker at Riverview Middle School's promotion ceremony. Mr. Torlakson presented a certificate of recognition to the district for having a large number of students graduation from our high schools, obtain a teaching credential and return to teach within the district. Mr. Beno along with other staff members made a list of students who returned to the district to teach and or became part of the administration team. He believes there are 29 current certificated employees who were home grown. Mr. Beno thanks all of those who came back to teach in our district. He finds it a great joy to be part of it.

9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer and Craig Hamblin, Director of MOT

9.2.1 ADA/Enrollment Report – Elizabeth Keema-Aston reported that the district's ADA for May compared to prior year has increased by 11. The annual ADA figures will be reported at the next Board meeting. Ms. Keema-Aston informed the Board that Special Education funding is based on the annual ADA.

9.2.2 Financial Updates – Elizabeth Keema-Aston

9.2.2.1 May Revise Update – Ms. Keema-Aston gave an update received at the May Revise meeting. The COLA has gone from 2.5% to 2.71%. The LCFF funding will be fully funded in FY 2018-19. One-time discretionary funds have increased to \$344 per ADA.

9.2.2.2 GASB 75 Discussion – Ms. Keema-Aston noted that the GASB 45 is not called the GASB 75. Currently the district is using 1% of the monthly payroll plus ad hoc contributions. In FY 2017-2018 the district made a one-time additional contribution of \$250,000. Regulations in GASB 75 a portion of the monthly 1% contribution will now be allocated to future employees, not just funding for retirees. The change will affect the funding level of our unfunded OPEB liability. This change affects all districts and each district will be reviewing their funding plans. Ms. Keema-Aston will be reviewing options and models for possible changes to our funding policy and will bring these options to the Board for consideration at a later time.

9.2.3 Maintenance, Operations & Transportation Update - Craig Hamblin, report that this is the time of year they are very busy cleaning out the rooms and preparing for the next school year. There are several employees on vacation which is making a cleaning schedule difficult. Mr. Hamblin added that there are currently two vacancies in the MOT department, the supervisor of transportation and a gardener position.

Mr. Beno thanked all of those who have attended this evening's meeting. While the parents were in attendance he explained how the bond funds are obtained and spent. He mentioned that the bond funds were spent on facility projects and some of the projects qualified for reimbursable Emergency Repair Funds (ERP funding). Approximately one million dollars of ERP funds are being spend on roof repairs this summer as well as asphalt projects. Mr. Beno thanked Mr. Hamblin for all his efforts in getting the projects through the bidding process and now in the implementation phase.

9.3 Educational and Special Education Services Reports and/or Presentations Kathy Wright, Director of Educational Services: Mrs. Wright reported that data was included in the district's newsletter sent home at the end of the school year and then introduced the principals.

9.3.1 Receive presentations of the District Schools' Single Plan for Student Achievement for school year 2018-2019 presented by Maria Elena Becerra, principal of Bates Elementary School; Antonia Slagle, principal of Isleton Elementary School; Carrie Norris, principal of Walnut Grove Elementary School; and Nick Casey, Principal of D.H. White Elementary School

Presentations were given by site principals on their individual school site's Single Plan for Student Achievement (SPSA) identifying programs and strategies that were successful in the 2017-2018 school year. The principals were excited to share which programs will be continuing and described areas of focus to be implemented to achieve the goals set forth in the SPSA for the 2018-2019 school year. Two positive aspects of the

presentations were the AVID program, either in the current year or for the upcoming year. The other was a decrease in the suspension rate at each school.

9.4 River Delta Unified Teacher's Association (RDUTA) Update: Mr. Delgado mentioned that after hearing the principal's presentation he was pleased with the collaboration and professional development time the elementary teachers have been provided. Mr. Delgado also commented that he was happy to see the parent involvement during the Board meeting in support of the school sites and teachers.

9.5 California State Employee's Association (CSEA) Chapter #319 Update: None to report

9.6 Public Hearing regarding the Proposed 2018-2019 LCAP, LCAP adoption will be held at the Regular June 26, 2018 Board Meeting at Rio Vista High School – 5:30 pm – Don Beno

Public Hearing Opened: 7:57 pm

Comments: Board President Fernandez mentioned that the Board will take action approving the LCAP at the next Board meeting June 26, 2018 she then asked if there were any comments, questions or concerns. Chandra Drury asked for clarification between the LCAP and the Budget. Mr. Beno explained the difference between the LCAP and Budget. He also passed out business cards to the parents and asked them to either email him or call Jennifer Gaston, his assistant, to schedule a meeting to answer further questions.

Public Hearing Closed: 8:02 pm

9.7 Public Hearing regarding the Proposed 2018-2019 District Budget, adoption will be held at the Regular June 26, 2018 Board Meeting at Rio Vista High School – 5:30 pm – Elizabeth Keema-Aston

Public Hearing Opened: 8:02 pm

Public Comment: Ms. Keema-Aston gave highlight in this year proposed budget and asked if there were any comments or questions – None to report

Public Hearing Closed: 8:04 pm

9.8 Receive information on the Title III LEA Plan for the 2018-2019 school year – Kathy Wright informed the Board that every year at this time she brings a Title III LEA Plan to the Board. However, we are now required to have a plan for Titles I, II, III & IV. The LCAP will now have an addendum which will include Title I, II, III. Mrs. Wright will be working on this addendum in the next few weeks.

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board - May 8, 2018

10.2 Receive and Approve Monthly Personnel Reports

As of June 12, 2018

10.3 District's Monthly Expenditure Report

May 2018

10.4 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$220,000. (Non-public school students) – Special Educational Funds – Kathy Wright

10.5 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$65,000. (Instructional assistant) – Special Educational Funds – Kathy Wright

10.6 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Bizzi Bodies Children's Therapy) for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright

10.7 Request to approve the Professional Expert Agreement with Jeff Simpson to provide speech therapy services at a cost not to exceed \$40,000 for the 2018-2019 school year – Special Educational Funds – Kathy Wright

10.8 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (Capital Autism Services) for the 2018-2019 school year at a cost not to exceed \$70,000 – Special Educational Funds – Kathy Wright

10.9 Request to approve the Independent Contract for Services Agreement with Hand in Hand Therapeutics for the 2018-2019 school year at a cost not to exceed \$45,000– Special Educational Funds – Kathy Wright

10.10 Request to approve the Professional Expert Consultation Agreement with Linda Mitchell for Adapted Physical Education Services for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright

10.11 Request to approve the Independent Contract for Services Agreement with Meladee McCarty to provide program specialist services for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright

- 10.12 Request to approve the 2018-2019 General Agreement for Nonpublic, Nonsectarian School/Agency (Pristine Rehab Care) to provide speech therapy services for district students at a cost not to exceed \$240,000 – Special Educational Funds – Kathy Wright
- 10.13 Request to approve the Expert Agreement with Hancoch McCarty for the 2018-2019 school year at a cost not to exceed \$5,000 – Special Educational Funds – Kathy Wright
- 10.14 Request to approve the Independent Contract for Services Agreement with Maxim Staffing Solutions for the 2018-2019 school year at a cost not to exceed \$85,000 – Special Educational Funds – Kathy Wright
- 10.15 Request to approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2018-2019 school year at a cost not to exceed \$20,000 – Special Educational Funds – Kathy Wright
- 10.16 Request permission to apply for the Agricultural Grant for the 2018-2019 school year – Kathy Wright
- 10.17 Request to approve the General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) for the 2018-2019 school year at a cost not to exceed \$8,000 – Special Educational Funds – Kathy Wright
- 10.18 Request to approve the Independent Contract for services Agreement with Elaine H. Talley, M.Ed., J.D. for the 2018-2019 school year at a cost not to exceed \$2,000 – Special Educational Funds – Kathy Wright
- 10.19 Request to Approve Independent Contract with Jeff Brown as the designated Chief Engineer for KRVH, at a cost not exceed \$6,000 Fund 49 Blended Learning– Elizabeth Keema-Aston
- 10.20 Request to approve the Title I Plan for Mokelumne High School – Maria Elena Becerra
- 10.21 Request the approval of D.H. White Elementary, Isleton Elementary, Bates Elementary and Walnut Grove Elementary Schools' Single Plan for Student Achievement for school year 2018-2019 as presented – Site Principals
- 10.22 Request to approve the Memorandum of Understanding for district participation in the Sly Park program for the 2018-2019 school year – Don Beno
- 10.23 Request to approve an overnight filed trip for Isleton Elementary 6th grade students to the Sly Park Environmental Education Center from February 4th-8th, 2019 – Antonia Slagle
- 10.24 Request to approve an overnight filed trip for Walnut Grove Elementary 5th and 6th grade students to the Sly Park Environmental Education Center from May 13 – May 17, 2019 – Carrie Norris
- 10.25 Request approval to apply for the FY 2018 PWA Diversity in Action (PWA-DIA) Pilot Project Grant – Don Beno & Vicky Turk
- 10.26 Donations to Receive and Acknowledge:

Rio Vista High School – Incentive Fund

Will & Tina Heryford

Rio Vista High School – Class of 1968

Ajay Avery - \$100

L & S Del Chiaro - \$150

Ellen and Gary Price - \$100

James Woodruff - \$250

Rose M. Lyon - \$100

Alan and Mary Shearer - \$50

Marcy Coglianese - \$100 in memory of "Mr. Cog."

Kathryn Tussy - \$50

Cynthia and Robert Perazzo - \$100

Clark Tepella - \$500

Rio Vista High School – Joseph Turk Memorial Scholarship

Nancy Holt

Rio Vista High School – 2018 Scholarship Fund

Katy Maghoney

Do Morrow

Riverview Middle School

Beth Brockhouse - \$51.28

Isleton Elementary School – Cross Country Supplies

Isleton Lions Club - \$150

Robinsons on the Run, LLC - \$100

Isleton Elementary School

Box Tops for Education - \$57.40

Member Bettencourt moved to approve. Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)

Board President Fernandez acknowledged those who donated and thanked them for their support.

11. Request to approve the second and final reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislations or mandated language and citation revisions as of March 2018 – Don Beno
Member Donnelly moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
12. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations and or Exhibits due to new legislations or mandated language and citation revisions as of May 2018 – Don Beno
Member Riley moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
13. Request to approve Resolution #748 CDE Child Development Services Contract – CSPP-8405 California State Preschool naming Don Beno, Elizabeth Keema-Aston and Antonia Slagle as authorized signees to sign transactions for the Governing Board – Antonia Slagle
Member Moghoney moved to approve, Member Olson seconded. Motion carried by roll call vote 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
14. Request to approve the “Declaration of Need for Fully Qualified Educators” for the 2018-2019 schoolyear – Don Beno
Member Olson moved to approve, Member Riley seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
15. Request to approve the amended SETA Head Start Contract with River Delta USD for FY 2018-2019 – Elizabeth Keema-Aston
Member Olson moved to approve, Member Bettencourt seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
16. Request to approve the consulting agreement with Communication Strategies to provide technical support for the implementation of district wide phone system, not to exceed \$27,885 - One Time Funds – Elizabeth Keema-Aston
Member Riley moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
17. Request to approve the contract to purchase and the installation of a District wide phone system with Maverick Communications, in the amount of \$243,400. – Elizabeth Keema-Aston
Member Olson moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
18. Request to approve the agreement with TPx Communications to provide telecommunication services for the implementation of district wide phone system and to be the district primary telecommunication carrier - General Fund – Elizabeth Keema-Aston
Member Riley moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
19. Re-Adjourn to continue Closed Session was not necessary.
20. Re-Adjourning to continue Closed Session was not necessary – no actions to report. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.
Member Maghoney moved to approve, Member Donnelly seconded. Motion carried 6 (Ayes: Fernandez, Olson, Riley, Donnelly, Maghoney, Bettencourt): 0 (Nays): 1 (Absent: Elliott)
21. The meeting was adjourned at 8:21 p.m.

Submitted:

Approved:

Don Beno, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: X
Item no. 10.2

From: Bonnie Kauzlarich, Dir. of Personnel

SUBJECT MONTHLY PERSONNEL TRANSACTION REPORT

Action: _____

Consent: X _____

Background

Status:

Presenter: Don Beno, Superintendent

Other People Who Might Be Present:

Cost &/or Funding Sources

Recommendation: That the Board approve the Monthly Personnel Transaction Report as submitted.

Time: 2 mins. _____

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.3

SUBJECT

Action: _____

Consent Action: X

Information Only: _____

Request to approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2018-2019 school year at a cost not to exceed \$10,000.

Background & Status:

Name of Vendor: Rio Vista CARE

Description of Service(s): To provide a licensed clinician at the four elementary school sites.

Date(s) of Service(s): 2018-2019 school year

Presenter:

Kathy Wright, Educational Services Director

Cost &/or Funding Sources (be specific)

Not to exceed \$10,000 paid by special education mental health and general funds.

Recommendation:

That the Board approve the Independent Contract for Services Agreement with Rio Vista CARE for the 2018-2019 school year at a cost not to exceed \$10,000.

Time: 2 mins.



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
www.riverdelta.k12.ca.us

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Rio Vista CARE, hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions:

1. TERM: The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 60 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

2. CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows: To provide licensed counseling services for district students.

3. PAYMENT FOR SERVICES: CONSULTANT shall receive compensation at the rate of:

\$ ___ per ___ day ___ week ___ month ___ year or per ___ hour_

OR

for a total cost not to exceed \$ 10,000.

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice.

4. RECORDS: CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
5. STATUS OF CONTRACTOR: DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
6. HOLD HARMLESS AND INDEMNIFICATION: CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

Independent Contractor Agreement

Page 2

7. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state and local laws, rules,

Creating Excellence To Ensure That All Students Learn

Bates School Isleton School Walnut Grove School Delta High School Wind River School
Clarksburg Middle Riverview Middle D.H. White Elementary Rio Vista High School Mokelumne High School
River Delta High/Elementary School River Delta Community Day School.....Delta Elementary Charter School

regulations and ordinances involving its employees, including workers' compensation and tax laws.

- 8. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the district annually.

- 9. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Rio Vista CARE

Printed/Typed Name _____ Date _____

Requested By _____ Date _____

Social Security Number/Federal Tax ID Number _____

Approval Signature _____ Date _____

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

Contact Phone and Email _____

Board of Trustees Action _____ Date _____

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

- 1. Are you presently or have you been a member of PERS or STRS?
PERS: Yes _____ No _____
STRS: Yes _____ No _____
- 2. Are you presently an employee of River Delta Unified School District? Yes _____ No _____

This contract is not valid nor an enforceable obligation against the District until approved or ratified by the Board of Trustees, duly passed and adopted.

Creating Excellence To Ensure That All Students Learn

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.4___

SUBJECT:

Request to approve the contract with School City for the 2018-2019 school year at a cost not to exceed \$8,800.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

RDUSD has utilized SchoolCity for the last 10 years for our Student Accountability Report Cards (SARCs) and our Single Plans for Student Achievement (SPSA) templates.

Status:

We would like to continue utilizing SchoolCity for our SARC and SPSA templates for the 2018-2019 school year.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$8,800 from Educational Services funding.

Recommendation:

That the board approve the contract with School City for the 2018-2019 school year at a cost not to exceed \$8,800.

Time: _____2 mins.____

SCHOOLCITY CONTRACT AND SOFTWARE LICENSE AGREEMENT

This CONTRACT AND SOFTWARE LICENSE AGREEMENT is made and entered into as of **July 1, 2018** ("**Effective Date**") between **SCHOOLCITY INC.** ("**LICENSOR**"), a California Corporation with its principal place of business located at 2900 Lakeside Drive, Suite 270, Santa Clara, CA 95054 and **River Delta Joint Unified School District** ("**LICENSEE**"), with offices located at 445 Montezuma Street, Rio Vista, CA 94571-1651.

LICENSEE wishes to license LICENSOR's Software Programs. LICENSOR has agreed to provide such license services to LICENSEE, subject to the terms and conditions of this Agreement

1. DEFINITIONS

- 1.1 "**Agreement**" means this Agreement, the Service Level Agreement (Appendix A) and all of the Exhibits.
- 1.2 "**Authorized User**" means a user of the Software Program, as identified by a unique user id.
- 1.3 "**Consulting Services**" means any consulting and development services performed by LICENSOR to implement and customize the Software Program or to provide any modifications, enhancements, integration with third party software, updates, training or other changes requested by LICENSEE, or any other features and functionality above, beyond and outside of the features and functionality of the Software Program, that is not addressed or foreseen within the terms and conditions of this Agreement. Consulting Services will be governed by and in accordance with the terms and conditions of a separate consulting agreement
- 1.4 "**LICENSOR's Software Programs**" include programs owned and developed by LICENSOR
- 1.5 "**LICENSEE Data**" means the proprietary information input into the Software Program's information fields by LICENSEE or Authorized Users in the course of using the Software Program.
- 1.6 "**Intellectual Property Rights**" means patent rights, copyright rights (including, but not limited to, rights in audiovisual works and moral rights), trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction.
- 1.7 "**License Fees**" means the fees payable for the license granted pursuant to this Agreement, by LICENSEE to LICENSOR.
- 1.8 "**Maintenance and Support**" means any bug fixes, updates and upgrades that LICENSOR may provide or perform with respect to the Software Program, as well as any other support services provided to LICENSEE hereunder, all as further described in, pursuant to and governed by the Service Level Agreement (SLA), Appendix A.
- 1.9 "**Updates**" means permanent solutions developed for software errors that are incorporated from time to time in planned updates to the Software Program.
- 1.10 "**Upgrades**" shall mean new modules that adds new functionality not present in the Software Program or enhances existing functionality in the Software Program and that LICENSOR elects in its discretion to make available at additional cost to LICENSEE. Each Upgrade shall have a new decimal number identifying the version of the Software.
- 1.11 "**Third Party Software**" shall mean all software licensed to the LICENSOR as well as programs provided through a partnership agreement with another vendor.

2. LICENSE

- 2.1. Subject to the terms and conditions of this Agreement and Exhibits, LICENSOR hereby grants LICENSEE a subscription based, non-exclusive, non-transferable license under LICENSOR's Intellectual Property Rights to allow Authorized Users to access to LICENSOR's Software Programs listed in **Exhibit A**.

3. OWNERSHIP

- 3.1. LICENSEE acknowledges and agrees that LICENSOR's Software Programs are proprietary to LICENSOR, including all copies, regardless of media and will at all times remain the property of LICENSOR or its licensors as applicable. LICENSOR does not convey any proprietary interest in and to the Software Programs to LICENSEE and LICENSEE will have no right, title or interest therein other than the license rights set forth herein.
- 3.2. LICENSOR acknowledges and agrees that LICENSEE shall retain ownership of all LICENSEE's student and other data imported into the software during the life of this Agreement ("**LICENSEE's data**"). Upon the termination of this agreement, LICENSOR agrees to return the LICENSEE's data to the LICENSEE in the form of an industry standard data extract at no charge. LICENSOR shall remove and/or destroy the

LICENSEE's data from any and all LICENSOR's computer servers and systems within sixty (60) days of the date of termination.

4. FEES AND EXPENSES

- 4.1. LICENSEE shall pay any applicable subscription License Fees set forth in a LICENSOR generated invoice as per the **Exhibit A**. LICENSOR per-student License Fees are calculated by using the most current Student Enrollment numbers and multiplying by the per student license fee. LICENSOR per-site (school) License Fees are calculated by using the number of sites desired and multiplying by the per-site license fee. The Student Enrollment numbers and number of sites are set forth in **Exhibit B**.
- 4.2. Any fees for a particular month, including but not limited to License Fees and any Consulting Fees, are payable on or before the fifteenth day following the end of that month, or the month in which the applicable invoice was sent to LICENSEE by LICENSOR ("Due Date"). If LICENSOR has not received payment within thirty (30) days after the Due Date, interest shall accrue on past due amounts at the rate of 1.5% per month or the maximum allowed by law, whichever is less, commencing on the due date and continuing until fully paid. .
- 4.3. Any custom programming or support required by LICENSEE from LICENSOR for any expansion, integration, maintenance or customization, which is not dealt with in this Agreement shall be considered Consulting Services pursuant to the fees and terms generally described in a separate agreement.

5. DEPLOYMENT

- 5.1. **Implementation:**
 - 5.1.1. **Hosting:** Access to LICENSOR's Software Programs will be provided via secure servers located at an off-site location. Hosting fees (if applicable) are described in **Exhibit A**.
 - 5.1.2. **User Participation:** LICENSEE's appropriate and authorized staff will have access to all LICENSOR Software Programs as set forth in **Exhibit A**.
 - 5.1.3. **Billing:** Invoices will be generated as described in Exhibit A.
- 5.2. **Support:** The support shall be as per the Service Level Agreement (SLA) in **Appendix A**.
- 5.3. **Training:** All training will be held at the District or School premises or online via the internet. Training material and equipment will be provided by the District. Training services (if applicable) are described in **Exhibit A**.
 - 5.3.1. **Cost and Group Size:** Each training session shall be limited to no more than 30 users. Additional training may be purchased as per pricing shown in **Exhibit A**.
- 5.4. **Modification to LICENSOR Software Programs**
 - 5.4.1 Any modifications to LICENSOR Software Programs that pertain to this Agreement are set forth in **Exhibit A**.

6. WARRANTY

- 6.1. LICENSOR Software Programs. LICENSOR warrants that the LICENSOR Software Programs [shall be performed consistent with generally accepted industry standards] provided that, such warranty shall not apply to the extent any failure to perform that is caused by use of the LICENSOR Software Programs contrary to LICENSOR's instructions or modification or alteration of the LICENSOR Software Program by any party other than LICENSOR.
- 6.2. Curriculum Standards. THE LICENSOR contracts with Academic Benchmarks, Inc. to provide updated curriculum standards for Licensor's Software Program. Accordingly, the LICENSEE accepts the products, sites and services related to the curriculum standards provided by Academic Benchmarks Inc. "as is" and "as available" without any warranty whatsoever as to the performance or results licensee may obtain from use of the products, services or sites. Licensor makes no warranty that use of the products or services or access to the sites will be uninterrupted, timely, secure or error-free. Any content downloaded or otherwise obtained from the sites and any content aligned using the system is done at licensee's discretion and risk, and licensee will be solely responsible for any damage to licensee's computer system or loss of data that results from the download of any such content. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS, SERVICES AND SITES, THE CONTENT RECEIVED AS PART THEREOF AND THE CONSEQUENCES OF ANY ACTION TAKEN BY LICENSEE BASED UPON THE SAME.

- 6.3. Disclaimer. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON LICENSOR AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

7. CONFIDENTIALITY

- 7.1 Definition. By virtue of their activities in conjunction with this Agreement, the parties may have access to each other's Confidential Information. "**Confidential Information**," as used in this Agreement, means information that is proprietary or confidential and is either clearly labeled as such or identified as Confidential Information in Section 8.2 below, whether delivered by the disclosing party ("**Disclosing Party**") to the receiving party ("**Receiving Party**") before or after the Effective Date. The Parties agree that for purposes of this Agreement, Confidential Information shall include the following types of information:
- 7.1.1. All data, documents, materials, drawings and information marked "Proprietary" or "Confidential" by the Disclosing Party;
- 7.1.2 Student/Parent data, including Student/Parent lists, names of existing, past or prospective LICENSEE students, parents, faculty, staff or alumni and their representatives, data provided by or about prospective, existing or past Students/Parents/Grandparents of Students/Faculty/Staff/Alumni such as names addresses, phone numbers, financial information, grades, or other personal information.
- 7.2. Except for the information described in 7.1.2 above, a party's Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is disclosed by the Disclosing Party to third parties, without restriction on disclosure; or (e) is independently developed by the Receiving Party, which independent development can be shown by written evidence.
- 7.3 Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 7

8. TERM AND TERMINATION

- 8.1. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for up to three (3) years. Thereafter, LICENSEE shall have the option to renew this Agreement for subsequent successive one-year periods. LICENSOR reserves the right to increase or decrease the license fees for each of the successive one-year periods. LICENSOR will provide LICENSEE with sixty (60) days prior written notice of pricing changes if they occur. Notwithstanding the above, LICENSEE may terminate this Agreement upon the first or any subsequent successive anniversary of the Effective Date with no penalty; provided that, LICENSEE provides LICENSOR at least sixty (60) days prior written notice thereof.
- 8.2. Termination for Breach. If a party is in material breach of this Agreement (the "Defaulting Party"), and the Defaulting Party does not remedy that breach or default within thirty (30) calendar days after receipt from the other party of written notice of breach, the non-defaulting party shall after the expiration of such thirty (30) calendar day period have the right to terminate the Agreement. Termination of this Agreement shall be without prejudice to any other rights or remedies that the non- defaulting party may have in law.
- 8.3 Termination for Force Majeure. Neither party shall be liable for any default in its obligations under the Agreement resulting from causes beyond its reasonable control (an "Event of Force Majeure") which shall include without limitation, acts of God, embargoes, governmental restrictions, strikes, riots, wars or other military action, civil disorders, rebellion, fires, floods, vandalism by any third parties, external sabotage, or other uncontrollable acts by any third parties.
- 8.4 Use of Proprietary Programs. Upon termination of this Agreement, the LICENSEE shall discontinue the use of the LICENSOR's Software Programs and Third Party Software and uninstall and remove all programs and applications provided under this Agreement from their systems.

9. INDEMNIFICATION

- 9.1. **Indemnification.** Except as provided in Section 6 (Warranty), LICENSEE assumes sole responsibility for use of the LICENSOR Software Program by LICENSEE and Authorized Users, including all results obtained from, and conclusions drawn from, such use. LICENSEE shall be solely responsible for the determination, application, enforcement, liability or defense of any terms and conditions of any agreement it decides to enter into with Authorized Users or any other third party. LICENSOR shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to LICENSOR by LICENSEE in connection with the Delivery of the Software Program, the Consulting Services or any actions taken by LICENSOR at LICENSEE's direction.

10. LIMITATION OF LIABILITY

- 10.1. EXCEPT FOR BREACH OF THE PROVISIONS IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY).
- 10.2. Notwithstanding the foregoing provision, in case of a breach of the Warranty, Licensee's exclusive remedy is as follows: Licensee will return all copies of the Software to Licensor, at Licensee's cost, along with proof of purchase. At Licensor's option, Licensor will either send Licensee a replacement copy of the Software, at Licensor's expense, or issue a full refund.

11. GENERAL.

- 11.1. **Other Projects.** This Agreement shall not prevent LICENSOR from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided hereunder.
- 11.2. **Privacy Law.** With regard to this Agreement, LICENSOR and LICENSEE agree to abide by the No Child Left Behind Act Publication 107-110, Family Educational Rights and Privacy Act (FERPA) and California law AB 1584, Education Code, Section 49073.1. LICENSOR's Privacy Policy can be found on its public website at www.schoolcity.com.
- 11.3. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.
- 11.4. **Jurisdiction.** Any legal action or proceeding relating to this Agreement shall be exclusively instituted in a state court in Santa Clara County, California, or in a federal court in the Northern District of California.
- 11.5. **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 11.6. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 11.7. **Change Process.** Upon written notice to LICENSOR, LICENSEE may modify, change or add to the services without impairing, affecting or voiding this Agreement. A "Change Request Form" (CRF) will be the vehicle for communicating change. A CRF that has been signed by all parties will become an automatic amendment to this Agreement. Any changes may incur additional cost.
- 11.8. **Survival.** The parties agree that their respective obligations under Sections 1 (Definitions), 3 (Ownership), 4 (Fees and Expenses), 6 (Warranty), 7 (Confidential Information), 8 (Term and Termination), 9 (Indemnification), 10 (Limitation of Liability), 11 (General) and 12 (Third Party Provisions) will survive any termination of this Agreement.
- 11.9. **Applicability of third party provisions.** If the LICENSEE does not avail the use of any Third Party Software, the provisions and references to Third Party Software shall not apply to the LICENSEE.

In Witness Whereof, the parties have caused this Agreement to be signed by their duly authorized representatives.

SCHOOLCITY, INC.
(LICENSOR)

RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT
(LICENSEE)



Signature: _____

Signature: _____

Name: Vaseem Anjum

Name: _____

Title: President/CEO

Title: _____

Date: June 1, 2018

Date: _____

Processing Instructions:

1. District should mail one (1) signed original and include a valid Purchase Order document to the address below
2. District should remit payment (as per the SchoolCity Invoice) to the address below

SchoolCity Inc., 2900 Lakeside Drive, Suite 270, Santa Clara, CA 95054, Attn: Contracts

To expedite, fax the signed agreement to (650) 963-3293 or email to contracts@schoolcity.com Attn: Contracts.
(Hard copy sent via mail is still required)

APPENDIX A
SCHOOLCITY SERVICE LEVEL AGREEMENT

The SchoolCity CustomerFirst Support Program (CFSP) provides our valued customers with ongoing technical support, enhancements and new versions of our products as they are released in the market. This Service Level Agreement ("SLA") is an agreement between SchoolCity Inc. (LICENSOR) and (LICENSEE) under the terms and conditions specified in this document and applicable amendments or appendices.

LICENSOR and the LICENSEE hereby agree that the following terms and conditions shall govern the delivery of support services by LICENSOR to LICENSEE under the LICENSOR CFSP with respect to applicable LICENSOR products ("Products") as set forth in **Exhibit A**:

1. **SLA Objectives and Effective Date:** This SLA outlines the parameters of all services covered as they are mutually understood by the parties. This SLA shall be effective on the date of signing of this Agreement by the parties.
2. **Support Process:** LICENSOR will provide direct (level 1) technical support under this SLA to LICENSEE's technical and district/administration staff. LICENSEE will provide direct (level 2) technical support under this SLA to LICENSEE's school staff (teachers, principals etc.). Support such as on-site assistance and support, end user training is not covered under this SLA and may be purchased under a separate Consulting agreement or on a time and materials basis by LICENSEE.
3. **Services Provided:** The service provided to LICENSEE includes support for LICENSOR products licensed to LICENSEE.
4. **Exclusions.** LICENSOR shall not be required to provide any services relating to problems arising out of (i) LICENSEE or Authorized User's use of the Products in a manner for which they were not designed, (ii) LICENSEE or Authorized User's negligence, lack of training, lack of follow up by LICENSEE technical staff, trained staff turnover at the LICENSEE or with LICENSEE's Authorized Users, misuse or modification of the Products, (iii) versions of Products other than the most recent released version, or (iv) LICENSEE provides erroneous, outdated or incomplete data.
5. **Term and Termination.** This SLA shall terminate immediately upon the termination of the Agreement.
6. **Warranty and Disclaimer.** LICENSOR will use reasonable commercial, industry level efforts to provide the Services under this Agreement in a professional manner; LICENSOR cannot guarantee that every question or problem raised by the LICENSEE or the LICENSEE's technical staff will be resolved. Nothing in this Agreement shall be construed as expanding or adding to the warranty for the LICENSOR Software Program in the Agreement.
7. **LIMITATION OF LIABILITY.** LICENSOR'S LIABILITY UNDER THIS SLA IS LIMITED TO THE AMOUNTS PAID BY LICENSEE FOR THE SERVICES ORDERED BY LICENSEE FOR THIS SUPPORT AGREEMENT. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT OR FACILITIES, OR INTERRUPTION OF BUSINESS, ARISING IN ANY WAY OUT OF THIS SERVICE AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
8. **Additions.** Any changes to this SLA shall be communicated to the LICENSEE in writing and such changes will be governed by the terms of this SLA.
9. **LICENSOR Responsibilities:** LICENSOR agrees to
 - (a) Resolve problems with LICENSOR products and notify LICENSEE of resolutions to problems in a timely manner, as set forth in the Response and Resolution Target section of this SLA for further information.
 - (b) Maintain procedures to monitor and verify LICENSOR's performance under the CFSP and LICENSEE satisfaction. Maintain a log of LICENSEE feedback, observations, suggestions and complaints.
 - (c) Provide advance notice to LICENSEE of scheduled software and hardware maintenance.
10. **LICENSEE Responsibilities:** LICENSEE agrees to:
 - (a) Send LICENSOR a clear description of the perceived performance issue, defect or software bug in writing (or symptom of defect).
 - (b) Provide reasonably conclusive evidence that the problem is (or is highly likely) caused by a LICENSOR product or service, including, if deemed necessary by LICENSOR, a test case that reproduces the defect.

- (c) Provide the operating system setup, browser version and other pertinent information such as other applications running on the specific computer on which the software defect or bug was observed, screen shots of the perceived software bug, all data and files needed for LICENSOR to re-create the perceived software bug.
- (d) Make available to LICENSOR a qualified and responsive engineer or user capable of executing tests or trials remotely, and communicating additional facts or properties, as may be needed from time to time, to assist LICENSOR in diagnosing and resolving the problem.

11. Policies and Procedures:

- (a) LICENSOR will provide support for software as specified in **Exhibit A**. Software and hardware not specified in **Exhibit A** and or in the License Agreement are not covered.
- (b) LICENSOR will be available via telephone and email during regular business hours, 4:00 AM to 5:00 PM (Pacific), Monday through Friday, excluding predetermined holidays.
- (c) A good faith, industry acceptable effort will be made to resolve issues as expeditiously as possible.
- (d) Problem prioritization is the mutual responsibility of LICENSEE and LICENSOR.

12. RESPONSE AND RESOLUTION TARGETS:

Service	Definition	Response
Scheduled	Routine maintenance and software updates. These should be requested by email or by phone.	Response within 2 business days. Resolution within 5 business days.
Expedited	Problems for which solutions exist. These can be requested by email or phone.	Response within 8 business hours. Resolution within 2 business days if resolvable by LICENSOR.
Emergency	Outages involving critical software or hardware. These can be requested by email or phone.	Response within 2 business hours. Resolution within 4 business hours if resolvable by LICENSOR.

- 13. Absent specific prioritization and other considerations, LICENSOR will respond to requests for assistance in the general order that they are received and will make every effort within the timeframes listed above. Please note that integrated software and content provided by third parties may take longer and be dependent on the 3rd party's resolution.
- 14. LICENSOR values all of its customers. Problem resolution commitments are based on LICENSOR's best efforts. In some cases LICENSOR may make exceptions to accommodate customer needs, but these will be evaluated on a case-by-case basis.
- 15. **Escalation:** In the event that a full solution to a LICENSEE problem cannot be provided in a time frame acceptable to the LICENSEE, the LICENSEE may escalate the problem. It is LICENSOR's objective to be an excellent partner, and it may be possible to reprioritize requests based on special needs, circumstances, or business opportunities. The LICENSEE may request that the Support Manager escalate their issue to the President, and Chief Executive Officer.
- 16. **Support Contact Information:** Support Phone: 800-615-0254 (toll free), Email: support@schoolcity.com
- 17. **Fees:** All fees are as set forth in **Exhibit A**.
- 18. In the event of a conflict between the terms of the Agreement and the terms of this SLA with respect to the provision of services contemplated under this SLA, the terms of this SLA shall control.

APPENDIX B
CALIFORNIA ASSEMBLY BILL NO. 1584 COMPLIANCE

As of January 1, 2015, the California State Assembly enacted a new law, AB No. 1584, Education Code, Section 49073.1 addressing privacy of pupil records. Appendix B is SchoolCity's response to the requirements listed in AB No. 1584. SchoolCity's current Privacy Policy can also be viewed by going to www.schoolcity.com.

California Assembly Bill No. 1584 Provisions

1. A statement that pupil records continue to be the property of and under the control of the school district.
 - a. SchoolCity complies with this provision.
 - b. SchoolCity ensures that pupil records are the property of and under the control of the school district or local education agency. See also paragraph 3.2 of the SchoolCity License Agreement.
2. A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.
 - a. SchoolCity complies with this provision.
 - b. Contact SchoolCity with requests to 800-343-6572, or info@schoolcity.com.
3. A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.
 - a. SchoolCity complies with this provision.
 - b. SchoolCity prohibits using any student information for any purpose outside those required or permitted by contract.
4. A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.
 - a. SchoolCity complies with this provision.
 - b. Contact SchoolCity with requests to 800-343-6572, or info@schoolcity.com.
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records.
 - a. SchoolCity complies with this provision.
 - b. SchoolCity ensures that staff are trained and systems are in place to provide required security and confidentiality of student records.
6. A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.
 - a. SchoolCity complies with this provision.
 - b. In the unlikely case of an unauthorized disclosure of student records, SchoolCity will make every effort to notify the affected parents or legal guardian.
7. A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (NOTE: These requirements do not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account).
 - a. SchoolCity complies with this provision.
 - b. SchoolCity ensures that student data is destroyed after completion of the terms of our contract.
 - c. It is SchoolCity policy to remove and/or destroy student data (pupil records) from any and all SchoolCity computer servers and systems within sixty (60) days of the date of termination. See also paragraph 3.2 of the SchoolCity License Agreement.
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g).
 - a. SchoolCity complies with this provision.
 - b. See SchoolCity's Privacy Policy posted at www.schoolcity.com
9. A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.
 - a. SchoolCity complies with this provision.
 - b. It is SchoolCity policy not to sell, trade, or rent personal identification information in student records to anyone outside our organization.
 - c. See SchoolCity's Privacy Policy posted at www.schoolcity.com

EXHIBIT A: COST

District Name: River Delta Joint Unified School District **Effective Date:** 7/1/2018
School Count: 11 **Renewal Date:** 7/1/2019
State Code: 3467413 **County:** Sacramento

Software License and Service Fees:

Product/Service	Cost Per Unit	# of Units	Total
SPARCS™ License	\$800	11 schools	\$8,800

Total Annual Recurring License Fee			\$8,800
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Notes:

1. SPARCS™ standard license period aligns with fiscal year beginning July 1st and ending June 30th
2. Unless otherwise stated, this agreement supersedes any previous proposals or agreements, modifications may affect pricing.

Modules and Services Included:

- **SPARCS™:** *Includes SARC, SPSA and LCAP templates for reporting.*

To purchase additional training or other services, please contact SchoolCity sales at 800-343-6572.

EXHIBIT B: STUDENT ENROLLMENT BY SCHOOL AND DISTRICT

The list below represents the school sites to be included under the Agreement. The school count will be reviewed annually during the renewal period. Current numbers are used in calculating annual license fees. If translation services for SARC's have been purchased, the translation language is listed below.

Source Used: CDE/DataQuest

Count	School Site Name	School Site State Code	Translation Services
1	Bates Elementary	6033641	NO
2	Clarksburg Middle	112078	NO
3	D. H. White Elementary	6033716	NO
4	Delta High	5731708	NO
5	Isleton Elementary	6033666	NO
6	Mokelumne High (Continuation)	3430550	NO
7	Rio Vista High	4835302	NO
8	River Delta Community Day	107383	NO
9	River Delta High/Elementary (Alternative)	3430469	NO
10	Riverview Middle	6033690	NO
11	Walnut Grove Elementary	6033708	NO
	11 Total Schools		

School(s) Excluded from accessing SchoolCity system:

- River Delta Elementary Charter (114660)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.5___

SUBJECT:

Request to surplus textbooks and instructional materials that are being replaced. Attached is the list of materials to be considered surplus. Declare as surplus miscellaneous technology and equipment and deem all as zero value.

Action: _____
Consent Action: ___x___
Information Only: _____

Background and Status:

Since RDUSD has adopted a new curriculum aligned with the Common Core State Standards, our old materials are now outdated and not in use.

We are requesting the permission of the RDUSD Board of Education to surplus the attached list of textbooks and instructional materials.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

There is no cost to the school or to the school district.

Recommendation:

The RDUSD Board of Education approves the surplus of the attached list of materials.

Time: _____2 mins.____

Social Studies Houghton Mifflin 2007

Grade	Item	ISBN	QTY	APPROX. VALUE
K	Consumable Practice Book	0-618-61849-X	175	0
1	Consumable Practice Book	0-618-61850-3	200	0
2	Consumable Practice Book	0-618-61851-1	181	0
3	Consumable Practice Book	0-618-61852-X	160	0
4	Consumable Practice Book	0-618-54060-1	175	0
5	Consumable Practice Book	0-618-61853-8	175	0
6	Consumable Practice Book	0-618-54058-X	144	0
Pupil Editions				
1	Pupil Edition- School & Family	061842380x	200	0
2	Pupil Edition-Neighborhoods	618423818	181	0
3	Pupil Edition-Communities	618423826	160	0
4	Pupil Edition-Ca. Studies	618423923	175	0
5	Pupil Edition-Early Years	618423931	7	0
6	Pupil Edition-Ancient Civilizations	061842394x	5	0
Teachers Editions				
K	My World	618424083	8	0
1	School and Family	618424091	10	0
2	Neighborhoods	618424105	8	0
3	Communities	618424113	160	0
4	Ca. Studies	618424121	7	0
5	Early Years	061842413x	7	0
6	Ancient Civilizations	618424148	5	0
Teachers Resource Package				
K	My World	618567453	8	0
1	School and Family	618567461	10	0
2	Neighborhoods	618424105	8	0
3	Communities	618424113	160	0
4	Ca. Studies	618567496	7	0
5	Early Years	061842413x	7	0
6	Ancient Civilizations	618424148	5	0

US HISTORY		
	ISBN	QTY
The US through Industrialism		
Textbook	1583714014	90
Interactive Student Notebook	9781583714087	90
WORLD HISTORY		
Medieval and Early Modern Times		
Textbook	9780618532940	90
American Government: Power and Purpose 8th Edition	9780393924824	90
World History- Ca. Edition, The Modern World	9780131299771	90
US History - The Americas: Reconstruction through the 20th Century (McDougal Littell) 2000		90
United States Government Democracy in Action	9780028221489	90

**River Delta Unified School District
Surplus Declaration**

School Site: Clarksburg Middle

6.26.18

Subject	Title	Publisher	Grade Level	Qty & Approx. Value
Math	Pre-Algebra	Prentice Hall	9th - 12th	145/0 value
Math	California Pre-Algebra	Prentice Hall Mathematics	9th - 12th	86 /0 value
Ind Arts	Maintenance	National Center Construction Education	9th-12th	17/0 value
Social Studies	World History: Medieval and Early Modern Times	McDougal Little	7th	120/0 value
Social Studies	History Alive: The United States Through Industrialism	TCI	8th	85/0 value
Math	Algebra 1	Prentice Hall	8th-12th	121/0 value
Math	Pre-Algebra	Prentice Hall	8th-12th	52/0 value
Math	Pre-Algebra	Prentice Hall Mathematics	8th-12th	22/0 value
Math	California Algebra 1	Prentice Hall Mathematics	8th-12th	5/0 value
ELA	Champion Reader	Ballard & Tighe	8th-12th	23/0 value
Social Studies	The American Journey	Glencoe McGraw Hill	8th	12/0 value
ELA	The Reader's Choice Course 3	Glencoe	8th	95/0 value
ELA	The Reader's Choice Course 2	Glencoe	7th	
ELA	Grammar and Composition Handbook	Glencoe Language Arts	8th	132/ 0 value
ELA	Grammar and Composition Handbook	Glencoe Language Arts	7th	157/0 value
Social Studies	People Time & Change	Follett	7th	60/0 value
Social Studies	A More Perfect Union	Houghton Mifflin	8th	72/0 value

**River Delta Unified School District
Surplus Declaration**

School Site: Delta High School

6.26.18

Subject	Title	Publisher	Grade Level	Qty & Approx. Value
ELA	Glencoe Literature: The Reader's Choice Course 5	Glencoe	10	125/0 value
ELA	Glencoe Literature: The Reader's Choice Course 4	Glencoe	9	104/0 value
ELA	Glencoe Literature: The Reader's Choice American Lit	Glencoe	11th	78/0 value
ELA	Glencoe Literature: The Reader's Choice British Lit	Glencoe	12	72/0 value
ELA	LITERATURE	McDougal Littell	9	112/0 value
ELA	LITERATURE	McDougal Littell	10	82/0 value
ELA	LITERATURE: American Lit	McDougal Littell	11	74/0 value
Ag Science	Modern Livestock and Poultry Production	Thompson	9, 10, 11/12	22/0 value
Math	Century 21 accounting	South Western Education	9, 10, 11/12	31/0 value
Drafting	Technical Drawing	Macmillan	9, 10, 11/12	42/0 value
Auto	Automotive Technology	Delmar	9, 10, 11/12	25/0 value
Career	Preparing for Career Success	National Textbook Co.	9, 10, 11/12	33/0 value
Home Ec	Guide to Good Food	Goodheart Wilcox	9, 10, 11/12	27/0 value
Driver Ed	Drive Right	ScottForesman	10	34/0 value
Math	Discovering Geometry	Key Curriculum Press	9, 10, 11/12	45/0 value
Math	Algebra 2 with Trigonometry	Prentice Hall	9, 10, 11/12	77/0 value
Math	Algebra 1	Prentice Hall Mathematics	9, 10, 11/12	226/0 value
Math	Precalculus	Pearson	11,12	57/0 value
Math	California Geometry	Prentice Hall Mathematics	9, 10, 11/12	115/0 value
Math	Algebra 2	Prentice Hall Mathematics	9, 10, 11/12	73/0 value
Math	Trigonometry	Prentice Hall	9, 10, 11/12	27/0 value
Math	Calculus	Brooks/Cole	11,12	10/0 value
Math	Precalculus Mathematics	Prentice Hall	11,12	43/0 value
Math	Calculus of a Single Variable	PWS	11,12	12/0 value
Family Life	Parenting Rewards & Responsibility	Glencoe	11,12	83/0 value
Social Studies	World History: The Modern World	Pearson	10	119/0 value

Social Studies	The Americans	McDougal Littell	11th	70/0 value
Social Studies	United States Government	Glencoe	12	57/0 value
Social Studies	Economics: Principles and Practice	Glencoe	12	43/0 value
Social Studies	American Government Power and Purpose	Norton	12	20/0 value
Science	Chemistry	Houghton Mifflin	11,12	20/0 value
Science	Physical Science	ScottForesman	9	77/0 value
Science	Chemistry	McGraw Hill	11,12	8/0 value
Social Studies	Sociology	McGraw Hill	11,12	8/0 value
Social Studies	Psychology	Worth/McGraw Hill	11,12	17/0 value
Social Studies	Government in America	Pearson	12	6/0 value
Math	Probability and Statistics	Thompson	11,12	7/0 value
Science	Biology	Prentice Hall	10	10/0 value
All	Multiple TE and sample copies	Various	9, 10, 11/12	multiple/0 value
Home Ec	Goals for Living: Managing your resources	Goodheart Wilcox	9, 10, 11/12	70/0 value
Science	Biology	Prentice Hall	10	20/0 value
ELA	Elements of Literature	Holt Rinehart & Winston	11,12	51/0 value
Math	Consumer and Career Mathematics	ScottForesman	11,12	34/0 value
Math	Algebra 2 with Trigonometry	Merrill Publishing	11,12	14/0 value

**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018 Attachments: X Item

From: Elizabeth Keema-Aston, Chief Business Officer Number: 10.7

SUBJECT Request to Pre-Approve the 2018-19 ASB, Action:
Booster Club, PTC and PTA Fundraisers Consent Action: X
Information Only:

Background: Every year River Delta’s school sites encourage the various student ASB clubs to raise funds to further and enhance the educational experience. Starting in fiscal year 2015-16 all ASB fundraisers were required to be preapproved through the district office and presented to the Board for final approval prior to the event. School Site administrators have been very good about meeting these new procedures. However, on occasion those deadlines were very difficult to meet.

Status: In order to streamline the process and still comply with set procedures, the sites are submitting fundraisers that they intend to hold throughout fiscal year 2018-19. Generally these fundraisers are held annually. The fundraisers have received a cursory review with pre-approval from the district office and is seeking approval from the Board. As each fundraising event approaches the sites will continue to submit an individual request form with all required signatures for final district office approval prior to the event.

All applicable laws and regulations relating to fundraising activities must be adhered to by the student body and booster organizations (Booster/PTC/PTA).

Presenter: Elizabeth Keema-Aston

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

Not Applicable

Recommendation:

That the Board approves the 2018-19 fundraiser lists as presented.

Time: 5 mins.

**River Delta Unified School District
Fund Raiser Pre-Approval list
PTC/PTA/BOOSTER**

School site: *Bates Elementary*
Fiscal Year: *2018-19*

Booster Club	Activity	Net Profit
Bates PTA	Pear Pie Making Pear Fair	\$6,500
Bates PTA	Drive-Thru Tri-Tip Dinners (3 times)	\$4500
Bates PTA	Walk-A-Thon	\$200
Bates PTA	Fall Carnival	\$500
Bates PTA	Book Fairs (2 times)	books for teachers
Bates PTA	Father -Daughter Dance	\$200
Bates PTA	Mother-Son Dance	\$200
Bates PTA	Read-a-Thon	\$100

**River Delta Unified School District
Fund Raiser Pre-Approval list**

School site:

Isleton Elementary School

Fiscal Year:

2018-2019

ASB Club	Activity	Net Profit
ASB	Tamales	\$ 1,600.00
ASB	Candy Bars	\$ 1,600.00
ASB	Sweatshirts/Tshirts (new)	\$ 1,000.00
ASB	Donation letters	\$ 1,500.00

**River Delta Unified School District
Fund Raiser Pre-Approval list**

PTC/PTA/BOOSTER

School site:

Walnut Grove Elementary School

Fiscal Year:

2018-19

WGE PTA	Activity	Net Profit
WGE PTA	Walk-A-Thon	\$1,000.00
WGE PTA	Jerry's Tees or other Catalog Sale	\$1,200
WGE PTA	See's Candy	\$1,000
WGE PTA	Harvest Festival	\$100
WGE PTA	Bunco Night/Silent Auction	\$1,000
WGE PTA	BBQ and Blues Dinner	\$4,000
WGE PTA	Pear Fair Pie Sale	\$10,000
WGE PTA	Cinco de Mayo Dinner	\$1,000
WGE PTA	Kiss the Pig Donation Drive	\$500
WGE PTA	Spring Sock Hop Dance or Mother-Daughter/Father Son Da	\$800
WGE PTA	Spirit Wear Sale	\$100
WGE PTA	Sly Park Fund Raiser	\$2,000
WGE PTA	Holiday Pear Pie Sale	\$1,500
WGE PTA	Parent Game Night	\$1,000
WGE PTA	Panda Express, Chipotle, Chick-fil-A, or other places	\$100-\$300/event
WGE PTA	Free Movie Night w/hot dog dinner (with movie license)	\$300-\$500/event
WGE PTA	Volleyball Tournament	\$500

**River Delta Unified School District
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School ASB*
Fiscal Year: *2018-19*

ASB Club	Activity	Net Profit
FFA	Flower arrangements	\$100
FFA	Drive Thru BBQ	\$500
FFA	Poinsettia Sale	\$500
Boys Basketball	Concession Stand	\$1,000
Girls Basketball	Concession Stand	\$1,000
Cheerleaders	Spiritwear	\$1,500
FB	Snackbar	\$750
Class of 21	Snack bar	\$750
Class of 22	Snack bar	\$750
Class of 19	Snack bar	\$750
Class of 20	Snack bar	\$750
VB	Snackbars	\$2,000
VB	Spiritwear	\$1,000
VB	Kids Camp	\$1,000
Dance Club	Zumba	\$500
Dance Club	Kids Camp	\$500
AFGT	Sees Candy Sale	\$1,000
AFS	Christmas Card Walk	\$1,000
PAC	Intermissions Concession	\$300
Drama	Ad for Radio Sales	\$300
Drama	Improv Night	\$500
Drama	Affair of the Arts	\$500
Fine Arts	Art Exhibition	\$500
Creative Arts	Christmas Ornaments	\$300

ASB	Spookagrams	\$100
ASB	Candygrams	\$100
ASB	Coin Drive	\$250
ASB	Tailgate BBQ	\$500
ASB	Homcoming Dance	\$500
ASB	Winter Ball	\$500
Class of 19	Coffee Shack	\$2,000
Class of 19	Prom	\$500
Class of 19	Spiritwear	\$500
Class of 19	Pancake Breakfast	\$500
Class of 19	Car Wash	\$300
GSA	Penny challenge	\$100
GSA	Cake decorating contest	\$100
GSA	Jelly Bean Count	\$50
GSA	Walk-a-athon	\$250
GSA	Recipe Book Sale	\$250
Health Careers	Cookie Dough	\$500
Health Careers	Wrapping paper sale	\$300
Art	Facepainting	\$300
Art	Silent Auction	\$3,000
Graphic Arts Club	Postcards	\$500
Dance Club	Candy Sales	\$1,000
Dance Club	Dances	\$1,000
Athletic Teams	Spiritwear	\$5,000
ASB - Incentive	Spiritwear	\$2,500
Girls' VB	Concessions	\$1,500
FB	VIP Seats	\$2,500
FB	Spirit Wear	\$1,000

ASB	Spiritwear	\$3,000
SB	Spiritwear	\$1,000
SB	Sausage Dinner	\$500
Soccer	kids camps	\$500
Basketball	Spiritwear	\$1,000
Basketball	Alumni Tourney	\$1,000
Basketball	Alumni Tourney	\$1,500
Baseball	Spiritwear	\$1,000
ARK	Ghost pops	\$250
ARK	Reindeer Grams	\$250
ARK	Valentine Candy Grams	\$250
FB	Sponsor Ad Broadcast	\$500
Radio Club	Radio Telethon	\$500
VB	Servathon	\$300

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District
Booster Club
Fund Raiser Pre-Approval list**

School site: *Rio Vista High School*
Fiscal Year: *2018-19*

Booster Club	Activity	Net Profit
	<i>Fireworks booth</i>	<i>\$10,000</i>
	Dinner Dance	\$10,000
	Snackbars at Booster Events	\$2,500
	Baseball Alumni Tourney	\$500
	River Cats Game	\$2,500
	Calendar Sales	\$1,000
	Hog August Bites	\$5,000
	Stockton Heat	\$1,000
	Game Night	\$2,000

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

River Delta Unified School District Fund Raiser Pre-Approval list

School site:

Delta HS, Clarksburg Middle

Fiscal Year:

2018-19

Name	Activity	Net Profit
DELTA HIGH SCHOOL - ASB		
Athletic Teams	"_____ -a-Thon" events	\$500-1000 per team
Football	Volunteer time at Pear Fair	\$1,000
Cheer	Jamba Juice BoGo cards	\$1,000
All teams	Snack bars at Athletic events	\$500 per team
Football, Cheer, Basketball	Youth Camps	\$500-1000 per team
Art	Sale of student art and baked goods	\$500.00
Club Latino	Churro sales at home football games	\$750
Class of 2019	Football snack bar at home games	\$2,000
Various clubs	Work at Clarksburg Country Run for donation to club(s)	\$3,000
ASB	See's Candy or World's Finest Chocolate sales	\$500
ASB	Spirit button/spirit item sales	\$250
FFA	Sale of pear blankets at Pear Fair	\$800.00
FFA	Sale of pear salt-n-pepper shakers @ Pear Fair	\$576
FFA	Sale of Chapter FFA gear	\$200
FFA	Leadership packages	\$0
FFA	Lampost Pizza fundraiser	\$800
FFA	BBQ Tri Tip dinner drive thru	\$1,000
FFA	Floral design night	800
FFA	Poinsettia plant sales	4200
FFA	Sees Candy sales	800
FFA	Annual meal plans	0
Delta Blooms	Holiday wreaths	500
Delta Blooms	Annual floral memberships	3500
CLARKSBURG MIDDLE SCHOOL - ASB		
Various clubs	Work at Clarksburg Country Run for donation to club(s)	\$800.00

**River Delta Unified School District
Booster Club
Fund Raiser Pre-Approval List**

Heavenly Boosters

School Site:

Delta High School and Clarksburg Middle School

Fiscal Year:

2018-19

Booster Club	Activity	Net Profit
All School	Sports banners and business advertisements.	2,500.00
All School	Spirit Wear	1,500.00
All School	Clarksburg Country Run	400
Baseball	Snackbar	300
Baseball	River Cats Tickets	3,000
Volleyball	Snackbar	300
Soccer	Snackbar	300
Art	Snackbar and art sales	500
Drama	Dinner before show.	2,000
Basketball	Snackbar	1,000
Football	Snackbar and dinner sales.	1,000
Football	Banner Program	2,000
All School	Nugget Scrip	200
All School	Mod Pizza fundraiser	500
All School	Golf Tournament	5,000

All individual fund raisers must adhere to the procedures previously set forth and be submitted to the district office at least two (2) weeks prior to requested date, with all approval signatures in tact.

**River Delta Unified School District
Fund Raiser Pre-Approval list**

PTC/PTA/BOOSTER

School site:

Riverview Middle School

Fiscal Year:

2018-19

Booster Club	Activity	Net Profit
Field Day	Coin Combat	\$500.00
General Fund	Uncle Jerry's Ts/Nature's Vision	\$450
General Fund	Stockton Heat	\$200
General Fund	Valley of The Moon Cookie Dough	\$4,000
General Fund	Mixed Bags	\$300
General Fund	Spirit Wear	\$500
General Fund	King's Tickets Raffle	\$2,000
6th Grade Science Camp	Sees Candy	\$500
6th Grade Science Camp	Petunia Sales	\$400
6th Grade Science Camp	SF Giants tickets Raffle	\$2,000

**River Delta Unified School District
Fund Raiser Pre-Approval list**

ASB

School site:

Riverview Middle School

Fiscal Year:

2018-19

ASB	Activity	Net Profit
ASB	School Dances - Snack Bar and Ticket Sales	\$200.00
ASB	Game Night	\$50
ASB	Breakout Night	\$25
ASB	Halloween Carnival	\$50
ASB	Open House - Snack Bar	\$25
ASB	Recycling	\$300
ASB	Clothing Sales	\$200
ASB	Photo Booth	\$50
ASB	Laser Tag	\$200
ASB	Cookie Dough	\$3,000
ASB	PE Uniform	\$800
ASB	Sports Snack Bar	\$25
ASB	Water Bottle Sales - Events and Promotions	\$100

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: __10.8__

SUBJECT:

Request to approve the purchase of ABC Mouse Early Learning Academy for the 2018-2019 school year at a cost to exceed \$3,125.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

ABC mouse Early Learning Academy is a digital education program for children in grades Pre-K through 2nd grade. ABCmouse offers more than 5,000 individual learning activities and more than 450 lesson plans. The program includes all of the important academic basics that young children need to know to be successful in transitional kindergarten and kindergarten classes. ABC Learning will provide 125 individual student licenses with full home access.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$3,125 from Educational Services funds.

Recommendation:

That the board approve the purchase of ABC Mouse for the 2018-2019 school year at a cost to exceed \$3,125.

Time: _____ 2 mins. __

CONFIDENTIAL



QUOTE:

Age of Learning for Schools, Inc.
101 N. Brand Blvd., 8th Floor
Glendale, CA 91203
Nicole.Delaney@aofl.com

SUMMARY INFORMATION:

Quote Date: May 30, 2018
Quote Expiration Date: June 30, 2018
Initial Term: June 2018 through June 30, 2019
Prepared for:

Mrs. Kathy Wright
Associate Superintendent
River Delta USD
Kwright@riverdelta.k12.ca.us

Age of Learning for Schools, Inc. is pleased to provide our Quote for student licenses for the use of ABCmouse *Early Learning Academy*, which includes both software and training services.

SITE LICENSE:

Quantity	Description	Price
Standard retail price	1 year subscription	\$80.00/per student
125 individual student licenses with full home access	\$25.00/each	\$3125.00
*Renewal License Following June 30, 2019	\$50.00/each	
	All rostering and data review	Included
	Total for Purchase Order:	Included
		Included
		\$3125.00

The following is included with your subscription:

1. Renewable license(s) for access to the ABCmouse® for Schools Solution for use **with full home access** for licensed students through June 30, 2019;

2. On site and Online training with ongoing implementation support for the license period;
3. Initial implementation support to roster and manage students and get access to usage reports;
 - Upon receipt of student information securely provided by your school or district, Age of Learning for Schools will pre-populate the Classroom Accounts with the student and teacher information.
4. Digital collateral for schools to Support at-home usage for parents.

This Quote and the Services provided are subject to the Age of Learning for Schools, Inc. Terms and Conditions ("Terms") current as of the date of Client's signature below. Please visit https://www.abcmouseforschools.com/pdf/ABCmouseForSchools_TandC.pdf to view the Terms in their entirety.

By signing this Quote, you represent that you have read, understand and agree to the Terms and are authorized on behalf of your school to execute this agreement.

Accepted by: _____

Print Name and Title: _____

PLEASE EMAIL TO: Nicole.Delaney@aofl.com

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.9___

SUBJECT:

Approval of AVID Membership Dues Districtwide for the 2018-2019 school year at a cost not to exceed \$37,696.

Action: _____
Consent Action: ___x___
Information Only: _____

Background and Status:

In order to offer AVID on our campuses, we must pay an annual membership, attend the AVID Summer Institute and meet all the essential standards set forth by the AVID organization.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$37,696 from Educational Services funding.

Recommendation:

That the board approves the AVID Membership Dues for the 2018-2019 school year at a cost not to exceed \$37,696.

Time: _____2 mins.____

AVID Center Quote



Quote #: Q-01804
 River Delta Unified Sch Dist
 445 Montezuma St
 Rio Vista, CA 94571
 Quote Prepared For:
 River Delta Unified School District

AVID Representative: Robyn Grand
 Phone: 858.380.4717
 Email: rgrand@avid.org

Bates Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$2,925.00	\$0.00	\$2,925.00
1	AVID Weekly Elementary	\$550.00	\$0.00	\$0.00
1	Elementary Curriculum Set	\$875.00	\$0.00	\$875.00
1	Shipping & Handling	\$75.00	\$0.00	\$75.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$0.00	\$0.00
4	AVID Summer Institute Registration Fee	\$870.00	\$300.00	\$3,180.00
Bates Elementary School SUBTOTAL:				\$7,055.00

D H White Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$2,925.00	\$0.00	\$2,925.00
1	AVID Weekly Elementary	\$550.00	\$0.00	\$0.00
1	Elementary Curriculum Set	\$875.00	\$0.00	\$875.00
1	Shipping & Handling	\$75.00	\$0.00	\$75.00
1	Elementary Digital Library Set - 4 Licenses	\$300.00	\$0.00	\$0.00
4	AVID Summer Institute Registration Fee	\$870.00	\$300.00	\$3,180.00
D H White Elementary School SUBTOTAL:				\$7,055.00

Clarksburg Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Clarksburg Middle School SUBTOTAL:				\$4,434.00

Delta High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Delta High School SUBTOTAL:				\$4,434.00

Rio Vista High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Rio Vista High School SUBTOTAL:				\$4,434.00

Riverview Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$3,899.00	\$0.00	\$3,899.00
1	AVID Weekly Secondary	\$550.00	\$0.00	\$535.00
Riverview Middle School SUBTOTAL:				\$4,434.00

Isleton Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$2,925.00	\$0.00	\$2,925.00
1	AVID Weekly Elementary	\$550.00	\$0.00	\$0.00
Isleton Elementary School SUBTOTAL:				\$2,925.00

Walnut Grove Elementary School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$2,925.00	\$0.00	\$2,925.00
1	AVID Weekly Elementary	\$550.00	\$0.00	\$0.00
Walnut Grove Elementary School SUBTOTAL:				\$2,925.00

TOTAL: \$37,696.00

Additional Comments:

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement (“Agreement”) is entered into by and between AVID Center, a California non-profit corporation (“AVID Center”) and River Delta Unified School District (“Client”).

Article I. Definitions

1.1. **AVID College Readiness System Services and Products Agreement (“Agreement”)**: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. **AVID College Readiness System**: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K–8), designed as an embedded, sequential academic skills resource. It is intended for non-selective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. **AVID Materials**: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client’s implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. **AVID Member Site**: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. **AVID Methodologies**: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. **AVID Programs**: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. **Service and Product Exhibits**: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. **Payment Terms**: The terms of when payment is due, as listed in this Agreement.

1.9. **Quote**: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. **Term**: The Term (“Term”) of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1. **Copyright License**: Subject to Client’s performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center’s prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted

in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. **Quotes—Invoicing and Payment:** AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

Article V. Status of Parties

5.1. **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. **AVID Center Authority:** AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. **Client Authority:** Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to

enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. **Termination Without Cause:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. **Governing Law and Venue:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this

Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. **Entire Agreement:** All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. **Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. **Force Majeure:** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. **Attorney Fees:** In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. **No Assignment, Delegation or Transfer:** Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. **Notice:** All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. **Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. **Waiver:** The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. **Facsimile and Electronic Signatures:** The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 **AVID Secondary Membership/Curriculum:** "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of AVID Standard Terms and Conditions.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the AVID Standard Terms and Conditions.

(b) **AVID Center Support for Secondary:** AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;

- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
 - Access to the resources available through the password-protected MyAVID portal website;
 - Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
 - Review the quality of implementation through the certification processes;
 - Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
 - Permission to use the AVID Trademarks as described in the AVID Standard Terms and Conditions;
 - Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.
- (c) **AVID Reports:** AVID Center agrees to provide Client with access to reports on AVID data collected by Client.
- (d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.
- (e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.
- (g) **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.
- (h) **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.
- (i) **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.
- (j) **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.
- (k) **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.
- (l) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.
- (m) **Curriculum Library:** To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary. AVID Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use an AVID Secondary library only at the AVID Member Sites for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials,

will also be subject to the provisions of the AVID Standard Terms and Conditions.

- (n) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

9.2 AVID Elementary Membership/Curriculum: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

(a) **AVID College Readiness System and Materials:** Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

(b) **AVID Center Support for AVID Elementary:** AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Access to coaching visits for implementation guidance;
- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;

- Permission to use the AVID Trademarks as described in the AVID Standard Terms and Conditions;

- Elementary AVID Weekly for each AVID Member Site listed on the Quote as implementing the Elementary program; and

- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

(c) **AVID Reports:** AVID Center agrees to provide Client with reports on AVID data collected by Client.

(d) **AVID Summer Institute:** AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

(e) **Licensing Benefits:** Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

(f) **Annual Membership/License Fee:** Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

(g) **AVID Elementary Methodology:** AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

(h) **AVID Elementary Staff Training:** Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute.

(i) **AVID Summer Institute:** All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote, if ordered. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

(j) **AVID Curriculum Library:** The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

(k) Curriculum Library: To ensure proper implementation of AVID Elementary, Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site newly implementing AVID Elementary, as listed on the Quote. Curriculum Library prices are set forth on the Quote, if ordered. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

(l) Curriculum Shipment(s): If ordered on the Quote, AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client, if provided. Curriculum will be shipped to the addresses as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)
DocuSigned by:
David Greulich
ECA8539C066844D...

Signature: _____

Print Name: David Greulich

Title: Controller

Date: 5/16/2018 | 7:21 AM PDT

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

River Delta Unified School District

DocuSigned by:
Katherine E Wright
CCE0480FA0874F3...

Signature: _____

Print Name: Katherine E Wright

Title: Director of Educational Services

Date: 5/15/2018 | 3:21 PM PDT

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.10___

SUBJECT:

Request to approve 61 Odysseyware Software licenses for the 2018-2019 school year at a cost not to exceed \$45,200.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

RDUSD has utilized Odysseyware for instructional purposes at Mokelumne High Continuation, River Delta Community Day School as well as at River Delta Independent Study and Adult Educational programs. It is also utilized by both high schools at various times of the year for credit recovery. It is comprehensive instructional program that allows students in our alternative education program to complete their graduation requirements.

Status:

The administrators and staff at the alternative education programs as well as the high school administration staff would like to continue the use of Odysseyware in their programs.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$45,200 from Educational Services funds and Adult Education Funds.

Recommendation:

That the board approve the renewal of 61 Odysseyware licenses to be used in alternative education settings and for credit recovery at both high schools in the 2018-2019 school year at a cost not to exceed \$45,200.

Time: _____2 mins.____

Order Form



PREPARING STUDENTS FOR COLLEGE, CAREER, & *life*.

300 N. McKemy Avenue, Chandler, AZ 85226

Quote Number: QUO-02711-T5D5K3

Date: 5/23/2018

Order Form Expiration Date: 6/22/2018

Education Consultant	Email	Phone	Fax
Nicole McEnaney	nmcenaney@odysseyware.com	(480) 735-7974	866-465-1954
Contact and Billing Information			
School:	River Delta Joint Unified School District	Contact:	Kathy Wright
Address:	445 Montezuma	Phone:	7073741700
Address:	Rio Vista, CA 94571	Email:	kwright@rdsd.org
Training Contact:	Kathy Wright	Email:	kwright@rdsd.org
		Phone:	7073741700

Term Start Date	Term End Date
7/1/2018	7/1/2019

Qty	Product/Service	Description	Unit Price	Line Total
61	Full Odysseyware Library (Renewal) - Concurrent	A concurrent license is based on the number of simultaneous users accessing the program at one time. Per license price includes full Odysseyware library for grades 3-12, LMS, online/phone support, and updates during 12-month period.	\$700.00	\$42,700.00
1	Custom Onsite Days (Renewal)		\$2,500.00	\$2,500.00
Grand Total				
				\$45,200.00
				Sales Tax: %
				Total: \$45,200.00

Notes

2018 Odysseyware Renewal including a fully customized Onsite Professional Development Day. Please send either the signed quote or Purchase Order to Nicole McEnaney at nmcenaney@odysseyware.com.

(TERMS AND CONDITIONS)

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

By signing and returning the document, the Customer authorizes and acknowledges that Odysseyware will invoice their account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature: *KWright* Date: 7/1/18
 Title: Director of Educational Services

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.11___

SUBJECT:

Request to approve IXL Learning for the 2018-2019 school year at a cost to exceed \$4,076

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

We have utilized the IXL Learning educational software in all four elementary sites and Riverview Middle School. The program presents math skills that are aligned to the California Common Core Content Standards and the California Preschool Learning Foundations, providing comprehensive coverage of math concepts and applications. With IXL's state standards alignments, students access unlimited practice problems specifically tailored to each required standard.

Status:

We would like to provide this educational software again to all five school sites

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$4,076 from Educational Services funding.

Recommendation:

That the board approve the purchase of IXL Learning educational software for the 2018-2019 school year at a cost not to exceed \$4,076.

Time: _____ 2 mins. ___



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 967587-0618-2
 DATE: JUNE 7, 2018

TO:
 Kathy Wright
 River Delta Unified School District
 445 Montezuma St.
 Rio Vista, CA 94571

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Emily Aiken	A13-967587	August 16, 2018 – August 16, 2019	August 16, 2018

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 425 students, including: Math & ELA in grades 1-12: 150 students Subjects: Math and ELA	\$1,838.00	\$1,838.00
1	Math, ELA & Sci in grades 5-6: 25 students Subjects: Math, ELA, and Science	\$425.00	\$425.00
1	Grades K-10: 250 students Subject: Math <i>Unlimited instructor accounts included</i>	\$1,813.00	\$1,813.00
SUBTOTAL			\$4,076.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$4,076.00

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.12___

SUBJECT:

Request to approve Measures of Academic Performance (MAP) assessments for students grades K-10 at a cost not to exceed \$22,865 for the 2018-2019 school year.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

We purchased MAP assessments as interim assessments for students in grades K-10 while the state transitioned to CCSS and the new SBAC system. Staff and administration alike found the assessments to be outstanding indicators of mastery of CCSS as well as an excellent tool for identifying areas that need skill building and support in both ELA and math. The MAP was also approved as one of our basic skills assessment for our EL redesignation criteria for students in grades 3-11.

Status:

We would like to continue utilizing the MAP assessments in 2018-2019.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$22,865 from Educational Services funding.

Recommendation:

That the board approve the purchase of Measures of Academic Performance (MAP) assessments for students grades K-10 at a cost not to exceed \$22,865 for the 2018-2019 school year.

Time: _____2 mins.____



Measuring What Matters™

Schedule A

Company Address: 121 NW Everett Street
 Portland, OR 97209
 License Start Date: 09/01/2018
 License End Date: 08/31/2019
 Prepared By: Mark Christian
 Phone: 503-624-1951
 Email: mark.christian@nwea.org
 Bill To Name: River Delta Unified School
 District
 Bill To Address: Po Box 99
 Clarksburg, CA 95612

Created Date: 05/29/2018
 Quote Number: 00005441
 Partner ID: 11114
 Contact Name: Kathy Wright
 Phone: (707) 374-1700
 Email: kwright@rdusd.org
 Ship To Name: River Delta Unified School District
 Ship To Address: 445 Montezuma Street
 Rio Vista, CA 94571

Product	Sales Price	Quantity	Total Price
MAP Growth K-2	\$13.50	332	\$4,482.00
MAP Growth Science (Add-On)	\$2.50	20	\$50.00
MAP Growth Math, Reading, & Language	\$13.50	1,358	\$18,333.00
Grand Total			\$22,865.00

Terms and Conditions

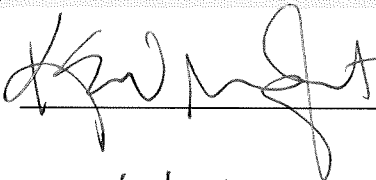
This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: 

Printed Name: Katherine E Wright

Date: 2/1/18

Title: Director of Ed Services

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.13___

SUBJECT:

Request to approve Renaissance Learning Educational Software Licenses for the 2018-2019 school year at a cost not to exceed 20,416.77.

Action: _____
Consent Action: ___X___
Information Only: _____

Background:

RDUSD has utilized Renaissance Learning educational software K-8 for the last several years. Students enjoy the program and it supports and promotes reading for pleasure. Renaissance Learning allows teachers to track the types of books students are reading, how well they are comprehending it and areas they need to focus on for improvement.

Status:

Our licenses expire June 30th and we need to renew our subscription to ensure students are able to access the program at the start of the 2018-2019 school year.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$20,416.77 from Educational Services and After School Program funding.

Recommendation:

That the board approve the purchase of Renaissance Learning licenses for the 2018-2019 school year at a cost not to exceed 20,416.77.

Time: _____2 mins.____

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
1923634

River Delta Joint Unified School Dist - 281420
445 Montezuma St
Rio Vista, CA 94571-1651
Contact: Kathy Wright - (707) 374-6381
Email: kwright@rdusd.org

Reference ID: 336447
Created: 06/18/2018

Quote Summary

School Count: 5

Renaissance Products & Services Total	\$20,630.50
Applied Discounts	\$(213.73)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$20,416.77


This quote includes: Renaissance Accelerated Reader, Renaissance English in a Flash, Renaissance MathFacts in a Flash, Renaissance Star 360, Renaissance Star Early Literacy and Renaissance Star Reading.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1923634. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	River Delta Joint Unified School Dist - 281420
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 06/18/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Stephan Sumnicht at (866)563-1086, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

Quote Details

Bates Elementary School - 286478

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2018 - 06/30/2019	165	\$6.85	\$(33.91)	\$1,096.34
EIAF RP Complete Real Time Subscription Renewal	07/01/2018 - 06/30/2019	10	\$29.75	\$0.00	\$297.50
Math Facts in a Flash Subscription Renewal	07/01/2018 - 06/30/2019	100	\$2.70	\$0.00	\$270.00
Star 360 Subscription Renewal	07/01/2018 - 06/30/2019	190	\$13.60	\$0.00	\$2,584.00
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Bates Elementary School Total				\$(33.91)	\$4,882.84

D H White Elementary School - 281422

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2018 - 06/30/2019	330	\$6.85	\$(67.82)	\$2,192.68
EIAF RP Complete Real Time Subscription Renewal	07/01/2018 - 06/30/2019	40	\$29.75	\$0.00	\$1,190.00
Math Facts in a Flash Subscription Renewal	07/01/2018 - 06/30/2019	150	\$2.70	\$0.00	\$405.00
Star Early Literacy Subscription Renew	07/01/2018 - 06/30/2019	100	\$4.70	\$0.00	\$470.00
Star Reading Subscription Renewal	07/01/2018 - 06/30/2019	300	\$4.70	\$0.00	\$1,410.00
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
D H White Elementary School Total				\$(67.82)	\$6,302.68

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 Federal I.D. 39-1559474
www.renaissance.com

Quote
 # 1923634

Isleton Elementary School - 286751					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2018 - 06/30/2019	160	\$6.85	\$(32.88)	\$1,063.12
Star Early Literacy Subscription Renew	07/01/2018 - 06/30/2019	100	\$4.70	\$0.00	\$470.00
Star Reading Subscription Renewal	07/01/2018 - 06/30/2019	110	\$4.70	\$0.00	\$517.00
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Isleton Elementary School Total				\$(32.88)	\$2,685.12

Riverview Middle School - 281424					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2018 - 06/30/2019	220	\$6.85	\$(45.21)	\$1,461.79
English in a Flash Renaissance Place Real Time Complete Subscription	07/01/2018 - 06/30/2019	5	\$29.75	\$0.00	\$148.75
Star Reading Subscription Renewal	07/01/2018 - 06/30/2019	250	\$4.70	\$0.00	\$1,175.00
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Additional Products & Services					
English in a Flash Complete Subscription Content		1	\$0.00	\$0.00	\$0.00
Riverview Middle School Total				\$(45.21)	\$3,420.54

Walnut Grove Elementary School - 287216					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Accelerated Reader Subscription Renewal	07/01/2018 - 06/30/2019	165	\$6.85	\$(33.91)	\$1,096.34

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

EIAF RP Real Time Complete Subscription	07/01/2018 - 06/30/2019	5	\$29.75	\$0.00	\$148.75
Star Early Literacy Subscription Renew	07/01/2018 - 06/30/2019	100	\$4.70	\$0.00	\$470.00
Star Reading Subscription Renewal	07/01/2018 - 06/30/2019	165	\$4.70	\$0.00	\$775.50
Hosting Services					
Annual All Product Renaissance Place Hosting Fee Renewal	07/01/2018 - 06/30/2019	1	\$635.00	\$0.00	\$635.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Walnut Grove Elementary School Total					\$(33.91) \$3,125.59

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

Item #: ___10.14___

From: Kathy Wright, Director of Educational Services

SUBJECT:

Request to approve the Medical Billing Systems, Inc. agreement for the 2018-2019 school year at a cost not to exceed \$1,000.

Action: _____
Consent Action: ___x___
Information Only: _____

Background & Status:

Medical Billing Systems, Inc. provides MediCAL billing services and ensures that the District bills for all allowable services.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$1,000 paid by Educational Services

Recommendation:

That the board approve the Medical Billing Systems, Inc. agreement for the 2018-2019 school year at a cost not to exceed \$1,000.

Time: _____ 2 mins. ___

MEDICAL BILLING SYSTEMS INC.
1175 Shaw Ave., #104 ~ PMB 330
CLOVIS, CA 93612
(888) 381-7066
(888) 381-4848 FAX

1. This agreement is made on JULY 1, 2018, between Medical Billing Systems (MBS) And RIVER-DELTA UNION SCHOOL DIST. (Client), and shall remain in force for **one (1) year.**
2. In consideration of the mutual promises set forth below, MBS and The Client agree as follows:

MBS agrees to do the following:

- (a) Prepare and submit for payment all of the Client's Medicaid and third party insurance claims, using CPT and HCPCS codes as appropriate.
- (b) Follow up on all claims (including rejected, lost, or delayed claims). This may include resubmissions, tracers, and claims inquiry forms.
- (c) Communicate as necessary with fiscal intermediaries and carriers.
- (d) Maintain accurate billing records of amounts billed, payments received, adjustments, and outstanding balances as submitted by each provider. MBS will provide financial reports to Client after paid Medicaid RAD's are received.
- (e) Monitor and make all reasonable efforts to improve ratio of outstanding billings to claims paid.
- (f) Maintain any clinical records insofar as they are germane to billings.
- (g) Forward to the Client any information relating to changes in government billing guidelines or other data having a significant impact on billing practices.
- (h) Take all steps as are reasonably feasible to maximize payment of claims for the Client's services. This includes 2 onsite visits per year to be arranged in advance by MBS and Client. An onsite visit may be considered a telephone conf. call with the agreement of both parties.
- (i) Submit all received claims within 45 days of receipt.

The Client agrees to do the following:

- (a) Provide to MBS all student data necessary to enable MBS to present claims for payment including, but not limited to, student's name, date of birth, dates of treatment, type of treatment, and provider's name.
- (b) Provide MBS with a list of IEP's with first, last, name, DOB and gender.
- (c) Sign an 835 Transaction Agreement to allow MBS to download RAD's from the Medi-Cal website.

MEDICAL BILLING SYSTEMS/CLIENT AGREEMENT

- (a) Pay MBS a flat rate fee of \$1,000.00 due on June 30, 2019.

MBS will continue to process Medi-Cal RAD's as they are received and forward breakdowns to Client.

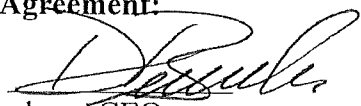
Projected LEA income is \$10,000.00 for fiscal 2018-2019.

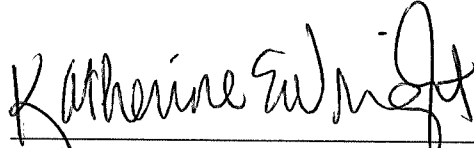
- (b) Pay MBS within THIRTY (30) days of receiving an MBS invoice or otherwise pay a late fee amounting to 1.50% per month (finance charge) on all invoices past due.
- (c) MBS has an additional ninety (90) days from date of termination of contract with Client, within which to pursue unpaid claims that were in existence at termination of contract. The Client will fully cooperate with and provide MBS with all information and data necessary to enable MBS to pursue collections during said 90 day period. In the event of audit MBS shall be liable only for return of the monies paid to MBS for the amount in question. MBS will assist in the audit process either onsite or via telephone with DHS / CMS. All source documents are the property of the Client and can be returned to the Client upon completion of the 90 days.

Page Three

- (d) The Client or MBS may terminate this Agreement without cause. The Client must inform MBS (via registered certified letter) of the request for termination. Termination would take place thirty (30) days after the signature by Douglas Buckner the CEO of MBS Inc.
 - (e) Client will sign a separate Business Associate Agreement (BAA) with MBS. This is required from DHS / CMS for HIPAA compliance.
3. This Agreement supersedes any and all other agreements and the covenants, promises, rights, and obligations in this document represent the entire agreement of the parties. No agreement, statement, or promise not contained in the Agreement shall be valid or binding on the parties.
4. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed in accordance with the laws of the State of California.

Parties in Agreement:

Signature : 
Douglas Buckner, CEO
Medical Billing Systems Inc.
5-17-18 (Date)


Authorized School/COE Representative
5/21/18 (Date)

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___10.15___

SUBJECT:

Request to approve Turnitin, LLC for the 2018-2019 school year at a cost not to exceed \$5,190.

Action: _____
Consent Action: ___x___
Information Only: _____

Background:

We have utilized Turnitin software at Rio Vista High School, Riverview Middle School, Delta High School and Clarksburg Middle School to assist with checking for plagiarism on student works that were submitted and found it to be a very useful tool for teachers.

Status:

Our license expires June 30th and we need to renew our subscription to ensure teachers are able to access the program at the start of the 2018-2019 school year.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$5,190 from Educational Services funding.

Recommendation:

That the board approve the purchase of Turnitin, LLC for the 2018-2019 school year at a cost not to exceed \$5,190.

Time: _____2 mins.____



Quotation

Company Address	Turnitin, LLC 2101 Webster St., Suite 1800 Oakland, CA 94612 US	Created Date	2/10/2018 8:33 PM
Prepared By	Robin Gepte	Quote Number	Quote-Q-160211-1
Phone	(866) 816-5046 x1220	Expiration Date	8/14/2018
Email	rgepte@turnitin.com	Contact Name	Kathy Wright
Bill To Name	River Delta Joint Unified School District	Phone	
Bill To	445 Montezuma Street Rio Vista, CA 94571 US	Email	kwright@rdsd.org
Quote To Name	River Delta Joint Unified School District	Fax	
Quote To	445 Montezuma Street Rio Vista, CA 94571 US	Additional To Name	River Delta Joint Unified School District
		Additional To	445 Montezuma Street Rio Vista, CA 94571 US

Product Name	Product Description	Qty	Annual Price	Start Date	End Date	Total
Turnitin FBS	Turnitin FBS: Originality Checking and Feedback	800.00	4.75	8/14/2018	8/13/2019	USD 3,800.00
Turnitin FBS Campus Fee	Turnitin FBS Campus Fee	2.00	695.00	8/14/2018	8/13/2019	USD 1,390.00
						Sales Tax USD 0.00
						TOTAL USD 5,190.00

Please Note:

Products sold to certain states are subject to tax. Turnitin charges sales tax in these states: AZ, IL, IN, MA, MI, NM, NY, OH, SD, TX, UT, WA, PA.

Fee does not include applicable tax. Invoice will reflect applicable tax (state and local)

The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes.

No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

Order Instructions:

To purchase or renew your Turnitin license, please fax your purchase order and a copy of this quote to Turnitin, LLC, at: (510) 764-7612

or mail payment and a copy of this quote to:

Turnitin, LLC
Dept.34258
PO Box 39000

San Francisco, CA 94139

You may also contact us with your credit card information at (866) 816-5046 x239 or x240 By accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>.

Training: On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: x

Item Number: 10.16

From: Kathy Wright, Director of Educational Services

SUBJECT

Action:

Consent Action: X

Information Only:

Request to approve the renewal of 460 Lexia program licenses for the 2018-2019 school year at a cost not to exceed \$13,800.

Background:

The River Delta Unified School District's elementary schools use Lexia as an intervention program to improve cognitive reading skills.

Status:

Board approval is necessary to renew the 460 licenses. The total cost for the 460 licenses is \$13,800.

Presenter:

Kathy Wright, Director of Educational Services

Other People Who Might Be Present:

Cost &/or Funding Sources

\$13,800 from Educational Services funding.

Recommendation:

That the board approves the renewal of 460 Lexia program licenses for the 2018-2019 school year at a cost not to exceed \$13,800.

Time: 2 mins.

Kathy Wright
Director-Educational Services Office
River Delta Unified School District
445 Montezuma Street
Rio Vista, CA 94571

Monday, June 18, 2018

Dear Kathy:

Thank you for being our customer. The current subscription for schools in River Delta Unified School District expires 6/30/2018.

1. Lexia Continues to be Recognized as an Essential Tool for Student Learning!

THE Journal Readers Recognize Lexia Reading Core5 as a Top Ed Tech Product in Schools! Lexia is recognized as one of three overall favorite technologies and secures three additional platinum awards for top technology adopted in the last year, best reading program and favorite adaptive/personalized learning program

2. Lexia has Research-Proven Results for English Language Learners

Lexia Reading Core5 has been recognized by WIDA as satisfying all criteria under the WIDA Prime V2 Correlation for English Language Development Standards! In addition, Lexia now provides support to EL students by offering student directions in Spanish, Arabic, Vietnamese, Mandarin, Portuguese and Haitian-Creole!

3. Lexia Continues to Innovate in the Educational Technology Space

2018 will introduce customers to the Lexia Portfolio: a K-12 Literacy, Language and Services Solution featuring Lexia Reading Core5 for K-5 literacy skill development, Lexia PowerUp Literacy for adolescent non-proficient readers, and the Lexia RAPID Assessment (a partnership with the Florida Center for Reading Research) for a K-12 research-based computer adaptive screener/benchmark focusing on the skills most predictive of reading success!

4. Expanded Implementation Services Plans

Schools with Implementation Services Plan (ISP) achieved fidelity with a higher percentage of their students than schools without ISP. Students who use Lexia with fidelity are 5x more likely to reach end-of-year benchmarks!

5. Lexia Reading Core5 Works!

Evidence-based research studies have demonstrated the Lexia contributes to students' success on standardized reading assessments. Lexia programs contribute to improved scores on standardized reading tests for students in preschool and elementary school. Title I students and other struggling readers benefit significantly from Core5. EL students show significant benefits and in some cases, close the reading gap with their native English-speaking peers.

If you need CCSS reading materials for students completing Lexia, ask us about Reading Plus - our recommended follow on to Lexia. See www.readingplus.com

On the next page please find renewal quote. Please call me with any questions or comments at 530-400-7651.

Sincerely,

Tim Stewart
Greenfield Educational Consultant

Quote valid through 7/31/2018

River Delta Unified School District - 4726-0752-1677-4932
Kathy Wright
kwright@rdusd.org

Your current *Lexia Reading Core5* hosting expires at the end June 2018
You may renew up to 1,750 seat licenses at the Grandfathered Pricing

1-year extension 460 seat licenses @ \$30 each **\$13,800**
Grandfathered renewal through June 2019
200 DH White, 80 Walnut Grove, 100 Isleton, and 80 Bates
Includes Implementation Support Package – pages 4 & 5

Total: \$13,800

The subscription service includes:

- a. Access to *Lexia Reading Core5*, at school and at home, via browser on PC or MAC, Chromebooks, iPad2+, iPad Mini and certain Android tablets. See attached hardware specifications, also at <http://lexialearning.com/files/support/C5SysReq.pdf>
 - b. <http://www.lexialearning.com/tr/RAPID/RAPIDSysReq.pdf>
- c. Access to Lexia Strategies, at school and at home. See [system requirements](#) and [Technical Set up Guide](#) for details.
- d. Data hosting and reporting functions at www.myLexia.com and the teacher/ administrator myLexia APP for iPhone/iPad free at the APP store. See [Technical Setup](#) for details.
- e. Lexia Reading scripted multi-sensory lesson plans, independent student worksheets and instructional connections.
- f. System updates, 800-line technical support, local support & implementation and On-Demand training videos.
- g. Please note that Lexia fully adheres to the strictest data privacy and FERPA requirements, as identified in AB1584 and SB1177. For more details, please see these links:
 - a. <http://www.lexialearning.com/privacypolicy/index.html>
 - b. <http://www.lexialearning.com/lexia-website-properties-terms-of-use>

Please send all purchase orders and payments to:

Greenfield Learning Inc.,
Attn: Tim Stewart
P.O. Box 3024, Half Moon Bay, CA 94019
Phone: 800-363-5547 Fax: 650-726-1156
Email orders: orders@greenfieldlearning.com

TERMS & CONDITIONS

Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days, unless otherwise specified on the quote. Greenfield Learning will invoice the total price set forth above upon Customer's acceptance and receipt of a signed purchase order. **Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates and all Services must be used within the Subscription Period; **unused Product licenses or Services are not eligible for refund or credit.** Without prejudice to its other rights, Greenfield Learning may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESSING

To submit an order, please fax this quote along with the applicable Purchase Order to: **650-726-1156**, or send by email to **orders@greenfieldlearning.com**.

***Note:** Each Purchase Order must include a copy of the Lexia quote.*

Summary of Greenfield Learning's Implementation Support Package

Greenfield Learning's mission is to ensure customers have the right tools to support student growth. We partner with you to meet your goals through a sustainable, measurable and successful implementation.

Your assigned Professional Development Consultant will consult with and assist your team while providing the following deliverables during your first year of implementation:

- Support with drafting and updating your Implementation Plan.
- Providing technical set-up guidance.
- Organizing, scheduling and delivering on-site or web-based professional learning, including expenses. (See training session details on page 2).
- Access to on-demand training resources, videos and guides.
- Reviewing implementation milestones on scheduled phone consultations with school leadership.
 - Analysis of Student Usage and Progress Data
 - Analysis of Staff Usage Data
 - Recommendations for implementation best practices
 - Assistance in developing staff expertise and sustainable local models
- Providing ongoing support to your Leader(s) via email and cell phone.
- Assisting with Summer School Implementations, End of Year Maintenance & Back to School Start-Up.
- On-going Collaborative Support

Professional Development Session Details

A Greenfield Learning certified Professional Development Consultant will deliver a combination of the following sessions on-site or via webinar. Includes the following sessions:

Phase I: Getting Started/Welcome Back - An Overview of the Program

Objective: This hands--on workshop will prepare school teams to:

- Quickly and efficiently get started
- Understand the components of the program
- Explore the student program and scope -and -sequence
- Use the data system to:
 - Identify students most at -risk
 - Progress monitor
- Understand the role of the Instructional Materials
- Best Practices

Time Frame: Prior to students/staff using the program or at the beginning of the school year

Length: 60--90 minutes per small group

Phase II: Using Data to Make Educational Decisions

Objective: A Step-by-step Process for Using the Data/Reporting System to:

- Identify students most at- risk
- Progress monitor
- Diagnose specific skill gaps and how to address them with Instructional Materials
- Plan targeted instruction with Instructional Materials
- Communicate with grade -level teams and parents

Time Frame: At least two months into use.

Length: 60--90 minutes per small group, delivered in one day

Prerequisite: All staff members have logged in to the data management least once or have accounts prior to training, bring device to review their own data

Phase III: Instructional Materials: Connecting Online Learning with Face--to--Face Instruction

Objective: Explore instructional materials including where to find them, how to use them, and their

importance to a successful implementation:

- What Offline Materials are available?
- How they are designed to fit into ongoing instruction?
- How do they contribute to the success of students and the overall implementation?
- What are best practices for accessing and organizing offline instructional materials?

Time Frame: To follow data coaching session during first year of implementation or anytime during the school year for those who have completed at least one year of implementation.

Length: 60-180 minutes depending on group size

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: X

From: Kathy Wright, Director of Educational Services

Item #: 10.17

SUBJECT

Request to approve the Professional Expert Agreement with Linda Van De Maele to provide health services instruction and services for the 2018-2019 school year at a cost not to exceed \$9,000.

Action: _____
Consent Action: X
Information Only: _____

Background & Status:

Name of Vendor: Linda Van DeMaele

Description of Service(s): To provide health services instruction and services for district students.

Date(s) of Service(s): 2018-2019 school year

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$9,000 paid by the General Fund.

Recommendation:

That the Board approve the Professional Expert Agreement with Linda Van De Maele to provide health services instruction and services for the 2018-2019 school year at a cost not to exceed \$9,000.

Time: 2 mins.

River Delta Unified School District

445 Montezuma Street
Rio Vista, CA 94571

Professional Expert Agreement

Under Section 45103 of the *Education Code*, professional experts employed "on a temporary basis for a specific project" are exempt from classified service. Professional experts must have a special skill or knowledge of a particular subject matter, derived from specialized training or expertise, often involving intensive academic preparation, or representing mastery of that subject. This agreement is for services which do not meet the criteria for Independent Contract Services and will be paid through payroll. Reimbursement will be reported as taxable compensation on statements of earnings (W-2). Applicable payroll deductions when appropriate including STRS and PERS will be made at the time of earned payments. It is understood that this agreement provides for a temporary position having no employment rights or benefits.

River Delta Unified School District agrees to Contract with Linda Van DeMaele for the services performed from: July 1, 2018 to: June 30, 2019.

Services to be performed: To provide health services and reproductive health education for River Delta Unified School District students.

Amount to be paid:

Budget # 0000 \$ Not to exceed \$9,000.

Budget # _____ \$ _____

Payment will be made, with approval of certifying administrator, upon completion of services as follows:

Pay Rate: \$ 50.00 per hour (hour, day, week, month, flat rate, stipend)

Requested by: _____ / _____
Title Date

Supervisor Approval: _____ / _____
Title Date

Director of Personnel Date

Assistant Superintendent, Business Services Date

NOTE: This form must be accompanied by the following:

I-9 Copy of Social Security Card
W-4 Copy of Driver's License
DE 4

Identify services completed and submit to payroll:

Completed: _____ Certifying Administrator

All obligations have been fulfilled
Additional payment requests will be forwarded to Payroll

Professional Expert Completes:

Name _____

S.S. # _____

Address _____

Telephone # _____

Professional Expert Signature _____ Date _____

Do you have a valid CA teaching credential?

Yes No

Are you presently or have you been a member of

PERS Yes No

STRS Yes No

Are you presently an employee of RDUSD?

Yes No

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___X___

From: Kathy Wright, Director of Educational Services

Item #: ___10.18___

SUBJECT

Request to approve the 2018-2019 Consolidated Application (Con App).

Action: _____
Consent Action: ___X___
Information Only: _____

Background & Status:

The Consolidated Application (Con App) is the district's mechanism for requesting funding and reporting out on the expenditure of the money received from the State of California for Federal funds: Title I, Title II and Title III.

Presenter:

Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

No cost to the district.

Recommendation:

That the Board approve the 2018-2019 Consolidated Application (Con App).

Time: _____2 mins.____



River Delta Unified School District

DAC/PI/DELAC Meeting / Junta de DAC/PI/DELAC

~ INVITADOS ~

Other Interested Parties / *Otras Personas Interesadas*

Friday, June 22, 2018/Viernes, 22 de Junio 2018

River Delta Unified District Office/Oficina del Distrito River Delta

9:00 AM

Agenda

- I. Welcome, Introductions/ *Bienvenidos, Introducciones*
- II. Review and Approve the ConApp/ Reviso y Aprobación del ConApp
- III. Recommendations/Feedback to the board/ Recomendaciones / Comentarios a la mesa directiva
- IV. Public Comment/Comentarios Públicos
- V. Questions/Preguntas
- VI. Adjournment/ Aplazamiento



Kathy Wright

6-22-18

Karla Cruz

6.22-18



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

River Delta Joint Unified (34 67413 0000000)

- Home
- Data Entry Forms
- Certification Preview
- Certify Data
- Reports
- Users
- Contacts
- FAQs

[Program Information](#) | [Data Entry Instructions](#)

2018-19 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. Before continuing to certify any data, you must submit the information below. You will only be prompted for this information once per fiscal year. A complete list of legal and program assurances for the fiscal year can be viewed by clicking on Program Information. Once submitted the Certification of Assurances will be available under Reports for printing purposes.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

* Authorized Representative's Full Name:

Don Beno *[Signature]*

* Authorized Representative's Title:

Superintendent

* Authorized Representative Signature Date:

06/22/2018 (ex. MM/DD/YYYY)

Last Saved: Christy Ricketts (cricketts), 6/8/2018 11:51 AM, Certified

Save

Continue to Certify Data



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

River Delta Joint Unified (34 67413 0000000)

- Home
- Data Entry Forms
- Certification Preview
- Certify Data
- Reports
- Contacts
- FAQs

[Program Information](#) [Data Entry Instructions](#)

2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

Required fields are denoted with an asterisk (*).


NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

* The authorized representative agrees to the above statement: No Yes

Authorized Representative's Full Name: 

Authorized Representative Title:

Authorized Representative Signature Date: (ex. MM/DD/YYYY)

Comment:
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)

Last Saved: Christy Ricketts (cricketts), 6/8/2018 11:57 AM, Certified

- Save
- Return to List

Franco Rozic, Title I Monitoring and Support Office | frozig@cde.ca.gov | 916-319-0269
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297



CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

River Delta Joint Unified (34 67413 0000000)

Home	Data Entry Forms	Certification Preview	Certify Data	Reports	Users	Contacts	FAQs
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[Program Information](#) [Data Entry Instructions](#)

2018-19 LCAP Federal Addendum Certification

Required fields are denoted with an asterisk (*).

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

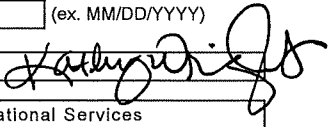
Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 - 2019-20 LCAP: (ex. MM/DD/YYYY)

Note: For districts, the date should be the day your county office of education (COE) approved your 2017-18 - 2019-20 LCAP. For COEs, it should be the date the California Department of Education (CDE) approved your 2017-18 - 2019-20 LCAP.

Charter Schools Enter the adoption date of the charter school LCAP: (ex. MM/DD/YYYY)

* Authorized Representative's Full Name: 

* Authorized Representative's Title:

Last Saved: Christy Ricketts (cricketts), 6/22/2018 10:27 AM, Draft

Save

Return to List

Local Agency Systems Support Office | LCFF@cde.ca.gov | 916-323-5233
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

[Web Policy](#)

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/26/2018
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Karla Chavez
DELAC review date	06/22/2018
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	https://www.riverdelta.org
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

*Karla Chavez
6/22/18*

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student Support)	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESSA Sec. 1112(b) SACS 4127	
--------------------------------	--

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Estimated English learner per student allocation	\$99.05
Estimated English learner student count	449
Estimated English learner entitlement amount	\$44,473

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$0
Program and other authorized activities	\$44,473
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$0
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$0
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	\$0
Total budget	\$44,473

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count	School Added
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*****Warning*****

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2018-19 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2018-19 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

*****Warning*****

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2016-17 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2016 through June 30, 2018.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

2016-17 Title II, Part A entitlement: \$77,302

Professional Development Expenditures

Professional development for teachers:

Professional development for administrators:

Subject matter project:

Other professional development expenditures:

Exams and Test Preparation Expenditures

Exam fees, reimbursement:

Test preparation training and or materials:

Other exam and test preparation expenditures:

Recruitment, Training, and Retaining Expenditures

Recruitment activities:

Hiring incentive and or relocation allotment:

National Board Certification and or stipend:

Verification process for special settings (VPSS):

University course work:

Other recruitment training and retaining expenditures:

Miscellaneous Expenditures

Class size reduction:

Administrative and indirect costs:

Total funds transferred to Title I, Part A:

Other allowable expenditures or encumbrances:

Total expenditures and encumbrances: \$77,302

2016-17 Unspent Funds: \$0

Last Saved: Sharon Silva (sls128), 6/12/2018 9:09 AM, Certified

Melissa Flatt, Teacher and Leader Policy Office | mflatt@cde.ca.gov | 916-324-5689
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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Sacramento, CA 95814

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2016-17 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2016 through June 30, 2018.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Required and Authorized English Learners Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures. (3) Providing tutorials and academic or vocational education for English learners and intensified instruction. (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services. (5) Improving the English language proficiency and academic achievement of English learners. (6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

2016-17 Title III English learner entitlement: \$60,259

Object Code - Activity

* 1000-1999 Certificated personnel salaries:

* 2000-2999 Classified personnel salaries:

* 3000-3999 Employee benefits:	<input type="text" value="0"/>
* 4000-4999 Books and supplies:	<input type="text" value="0"/>
* 5000-5999 Services and other operating expenditures:	<input type="text" value="0"/>
* Administrative and indirect costs:	<input type="text" value="0"/>
Total year-to-date expenditures:	\$60,259
2016-17 Unspent funds:	\$0

Last Saved: Sharon Silva (sls128), 6/12/2018 9:09 AM, Certified

Geoffrey Ndirangu, Language Policy and Leadership Office | gndirang@cde.ca.gov | 916-323-5831
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2017-18 Title I, Part A Notification of Authorization of Schoolwide Program

This form provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Note:

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 07/30/2017)	Low Income %	SIG Approval Date (ex. 07/30/2017)	SWP Waiver Approval Date (ex. 07/30/2017)
Bates Elementary	6033641	<input checked="" type="checkbox"/>	05/17/2005	65		
Clarksburg Middle	0112078	<input type="checkbox"/>				
D. H. White Elementary	6033716	<input checked="" type="checkbox"/>	11/18/2008	55		
Delta High	5731708	<input type="checkbox"/>				
Isleton Elementary	6033666	<input checked="" type="checkbox"/>	05/17/2005	65		
Mokelumne High (Continuation)	3430550	<input type="checkbox"/>				
Rio Vista High	4835302	<input type="checkbox"/>				
River Delta Community Day	0107383	<input type="checkbox"/>				
River Delta High/Elementary (Alternative)	3430469	<input type="checkbox"/>				

Riverview Middle	6033690	<input type="checkbox"/>				
Walnut Grove Elementary	6033708	<input checked="" type="checkbox"/>	05/17/2005	67		

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Last Saved: Christy Ricketts (cricketts), 2/27/2018 10:30 AM, Certified

[Save](#) [Return to List](#)

Franco Rozic, Title I Monitoring and Support Office | frozic@cde.ca.gov | 916-319-0269
Lana Zhou, Title I Policy and Program Guidance Office | lzhou@cde.ca.gov | 916-319-0956
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2017-18 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2017 through June 30, 2018.

Required fields are denoted with an asterisk (*).

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

2017-18 Title II, Part A entitlement: \$59,343

Professional Development Expenditures

Professional development for teachers:

Professional development for administrators:

All other professional development expenditures:

Recruitment, Training, and Retention Expenditures

Recruitment activities:

Training activities:

Retention activities:

All other recruitment, training, and retention expenditures:

Miscellaneous Expenditures

Class size reduction:

Administrative and indirect costs:	<input type="text"/>
Total funds transferred out of Title II, Part A:	<input type="text"/>
Equitable services for nonprofit private schools:	<input type="text"/>
All other allowable expenditures and encumbrances:	<input type="text" value="58063"/>
Total expenditures and encumbrances:	\$59,343
2017-18 Unspent funds:	\$0

Last Saved: Sharon Silva (sis128), 6/12/2018 9:10 AM, Certified

Melissa Flatt, Teacher and Leader Policy Office | mflatt@cde.ca.gov | 916-324-5689
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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2017-18 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2017 through June 30, 2018.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Required and Authorized English Learners Sub-grantee Activities

Required

Section 3115 (c)(1) To increase the English proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

Authorized

(1) Upgrading program objectives and effective instruction strategies. (2) Improving the instruction program for English learners by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.

(3) Providing tutorials and academic or vocational education for English learners and intensified instruction.

(4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.

(5) Improving the English language proficiency and academic achievement of English learners.

(6) Providing community participation programs, family literacy services and parent outreach and training activities to English learners and their families.

(7) Improving the instruction of English learners, which may include English learners with disabilities. Offering early college high school or dual or concurrent enrollment programs or courses designed to help English learners achieve success in postsecondary education.

2017-18 Title III English learner entitlement: \$60,595

Transferred-in amount: \$0

2017-18 Total allocation:

\$60,595

Object Code - Activity

* 1000-1999 Certificated personnel salaries:	<input type="text" value="50930"/>
* 2000-2999 Classified personnel salaries:	<input type="text" value="0"/>
* 3000-3999 Employee benefits:	<input type="text" value="9136"/>
* 4000-4999 Books and supplies:	<input type="text" value="0"/>
* 5000-5999 Services and other operating expenditures:	<input type="text" value="0"/>
* Direct administration costs: (Amount cannot exceed 2% of the entitlement)	<input type="text" value="0"/>
* Indirect costs:	<input type="text" value="529"/>
Total year-to-date expenditures:	\$60,595
2017-18 Unspent funds:	\$0

Last Saved: Sharon Silva (sls128), 6/12/2018 9:10 AM, Certified

Geoffrey Ndirangu, Language Policy and Leadership Office | gndirang@cde.ca.gov | 916-323-5831
 General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

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[Program Information Data Entry Instructions](#)

2017-18 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 U.S.C. 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the ESEA. This collection includes monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

Required fields are denoted with an asterisk ().*

NOTE: Your LEA has previously certified this data collection as official. One or more other data collection(s) may be dependent on this data collection. Please be aware if a change is saved and certified, it may cause a dependent data collection to become obsolete and your LEA may have to revise and resubmit those data collection(s).

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
 - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
 - b) Includes a dispute resolution process
 - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

* Homeless liaison first name:

* Homeless liaison last name:

* Homeless liaison title:

* Homeless liaison e-mail address:
(format: abc@xyz.zyx)

* Homeless liaison telephone number:
(format: 999-999-9999)

Homeless liaison telephone extension:

* Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education:
(Format: 0.00)

Homeless Liaison Training Information

* Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years: No Yes

Has the homeless liaison provided training to the following personnel:

Principals and other school leaders: No Yes

Attendance officers and registrars: No Yes

Teachers and instructional assistants: No Yes

School counselors: No Yes

Homeless Education Policy and Requirements

* Does the LEA have a written homeless education policy: No Yes

No policy comment:
Provide an explanation why the LEA does not have a homeless education policy.
(Maximum 500 characters)

Date LEA's board approved the homeless education policy: (ex. MM/DD/YYYY)

* Does the LEA meet the above federal requirements: No Yes

Compliance comment:
Provide an explanation why the LEA does not comply with federal requirements.
(Maximum 500 characters)

Title I, Part A Homeless Expenditures

2017-18 Title I, Part A entitlement: \$386,353

2017-18 Title I, Part A direct or indirect services to homeless children reservation: \$2,059

Amount of 2017-18 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children: 2144

Homeless services provided: (Maximum 500 characters) Provide information to parents of programs available. Work with multiple districts to coordinate transportation. Work with sites to train and oversee the identification of Homeless families. Make sure paperwork to get students enrolled in school is found. Do training for all staff

No expenditures or encumbrances comment: Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)

Last Saved: Christy Ricketts (cricketts), 6/8/2018 12:07 PM, Certified

Leanne Wheeler, Coordinated School Health and Safety Office | lwheeler@cde.ca.gov | 916-319-0383
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

California Department of Education
1430 N Street
Sacramento, CA 95814

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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___X___

From: Don Beno, Superintendent

Item Number: _10.19_

SUBJECT

Request to approve the modifications to the District's
Disciplinary Guide

Action: _____

Consent Action: _____

Information Only: _____

Background:

Modifications were made to reflect Ed. Code

Status:

Presenter: Don Beno

Other People Who Might Be Present: Staff

Cost &/or Funding Sources

\$0.00 cost to the district

Recommendation:

That the Board approved the District's Disciplinary Guide to meet Ed. Code.

Time: ___2 mins. ___

RDUSD GUIDELINES FOR STUDENT DISCIPLINARY ACTIONS

The following chart indicates the types of disciplinary action that may apply to each type of misbehavior infraction. In each instance, a corrective action is stated. **The administrator shall, however, determine whether a specific infraction warrants the corrective action described on the chart.** Corrective action taken by the administrator shall take place after progressive discipline interventions by the teacher fail to bring about proper conduct. These corrective measures are intended to assist in maintaining consistent student discipline.

Arson

Any offense 5 days suspension, notification of law enforcement agencies, possible recommendation for expulsion.

Bio-Hazardous Materials / Bodily Waste

Any offense 5 days suspension

Bullying/Cyber Bullying - No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Any offense 1 to 5 days suspension, and possible file for expulsion or alternative means of correction.

Cell Phones or Other Electronic Devices: Cell phones or any device for texting may only be used before 1st period, at lunch, and after 7th period, regardless of a student's schedule. These items should be turned off and should not be seen or heard in classrooms at any time. Cameras and video cameras are not allowed at any time for personal use. iPods or any other MP3 players, or music devices, are allowed during lunch, passing periods, before and after school. If they are used without permission, devices will be confiscated by staff and/or administrators. Neither staff nor administration will investigate the loss of these items. Refusing to turn over a cell phone when requested to do so by a staff member will be treated as an act of defiance.

1st offense Parent May be required to meet with an administrator to pick up the device and detention may be assigned.

2nd offense Parent will be required to meet with an administrator to pick up the device and detention may be assigned.

3rd offense Parent will be required to meet with an administrator to pick up the device, detention may be assigned.

Conduct / Inappropriate Behavior On Campus: Any behavior that disrupts the educational process, including inappropriate displays of affection. Students are expected to adhere to all school rules while anywhere on campus, including classrooms, library and cafeteria. Students are expected to behave in a positive and respectful manner at all times.

1st offense Teacher-initiated consequences, may include contacting parent.

2nd offense Student referred for discipline to administrator, teacher will contact with parent.

3rd offense Parent, teacher, student, and administrator conference. Student may enter into a behavior contract.

Defiance of School Authority / Disruption of School Activities

1st offense Detention, or alternative means of correction, contact with parent

2nd offense Parent, teacher, student, and administrator conference. Student may enter into a behavior contract.

3rd offense 1 to 5 days suspension, after school detention and/or alternative means of correction

Dress / Appearance-Appropriate Clothing

The following guidelines shall be in effect for all school-related activities. School administration reserves the right to amend this policy at any time. Please refer to RDUSD Board Policy for further information.

Clothes must be neat, clean, and appropriate for school, according to the guidelines below. No items shall be worn to school which are distracting to the learning environment, revealing, obscene, vulgar, related to tobacco, drugs or alcohol, or related to a group or gang which may provoke others to acts of violence or cause others to be intimidated by fear of violence, as determined by school administrators.

- a. No gang related or affiliated attire.
- b. Shirts must touch/reach waist of pants.
- c. No sexually suggestive attire (including playboy items) or extremely brief attire.
- d. Shoes must be worn at all times. No open toed shoes or flip flops allowed in elementary schools.
- e. No clothing, jewelry and other accessories (such as spikes and chains), which present a safety hazard.
- f. Ankle monitors must be kept covered and out of sight.

Violations of these rules may result in a student having to change clothing or to be sent home to change, contact made with parents, and/or possible suspension for repeat violations.

1st offense	Change of clothing and parent notification
2nd offense	Detention, requirement to stay in office until changed, and parent notification
3rd offense	1 day suspension for defiance

Failure to Serve Detention

Any offense Double detention hours, assign lunch detention, or alternative means of correction.

Fire Alarms / Setting False Alarms

Any offense 1-3 days suspension and notification of law enforcement, or alternative means of correction. If the fire department charges the school with a fine for the false alarm, this fee will be passed on to the student and/or the student's parents.

Forgery

Any offense Alternative means of correction and parent notification

Gambling

Any offense Alternative means of correction and parent notification

Gang or Tagging Related Behavior: signing, clothing, tagging (includes displaying tagging on personal property)

1st offense	1 to 3 days suspension, confiscation of items and notification of parent. Confiscated items may not be returned. Documentation of gang-related activity with local law enforcement or alternative means of correction
2nd offense	3 to 5 days suspension for defiance and parent/ guardian notification, or alternative means of correction
3rd offense	5 days suspension and possible file for expulsion. Exclusion from all school activities for the remainder of the school year, or alternative means of correction.

Harassment / Hazing: Includes but is not limited to the filming and/or recording of any student behavior for purposes of harassment (Board Policy 5131.2(a)).

Any offense 1 to 5 days suspension, and possible file for expulsion or alternate means of correction.

Hate Crimes / Racial or Religious Slurs: the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices. Including but is not limited to the filming and/or recording of any student behavior for purposes of harassment (Board Policy 5131.2(a)).

Any offense 1 to 5 days suspension, and possible file for expulsion.

Illegal Substances: Drugs, Alcohol, Drug Paraphernalia

All RDUSD campuses are Drug-Free Zones. Penalties for any offender will be doubled by law enforcement agencies. All students are expected to adhere to school policy and make good decisions if confronted with situations where drugs or alcohol are present. Students may be subject to disciplinary action if present where drugs and or alcohol are in possession or use during school or any school activity.

Use / Possession

1st offense 5 days suspension, possible notification of law enforcement agencies and possible recommendation for expulsion. Any felony possession will constitute immediate recommendation for expulsion.
Alternative means of correction.
Loss of extra-curricular eligibility for the season.

2nd offense 5 days suspension, recommendation for expulsion, and possible notification of law enforcement agencies. Restriction from participation in all extra-curricular activities for the remainder of the school year.

Sales / Possession for Sale / Furnishing

1st offense 5 days suspension, recommendation for expulsion and notification of law enforcement agencies.

Internet, Misuse of: Internet Agreements are available in the back to school packet. All students are expected to be responsible and ethical users of school computers, as defined in the Internet Agreement. Students who lose their Internet access and are enrolled in a computer class requiring daily use of computers and the Internet will be dis-enrolled from that class and receive a W-F.

1st Offense Alternative means of correction
2nd Offense Possible suspension and/or loss of Internet Access for the rest of the school year through school computers

Leaving Campus Without a Pass, or Privilege

1st offense	Detention and/or alternative means of correction
2nd offense	Detention and/or alternative means of correction and parent notification
3rd offense	Detention and/or alternative means of correction and parent notification

Laser Pointers

Possession and use of laser pointers without specific permission from a teacher is strictly prohibited per Penal Code: 417.27

- | | |
|-------------|--|
| 1st offense | Detention, confiscation of items, or alternative means of correction |
| 2nd offense | 1-3 days suspension, confiscation of items (confiscated items may not be returned), or alternative means of correction |
| 3rd offense | 3-5 days suspension, confiscation of items (confiscated items may not be returned), or alternative means of correction |

Racial or Religious Slurs / Habitual Profanity or Obscene Language / Verbal Abuse / Insubordination / Vulgarity / Obscene

Acts: The use of profanity and/or obscene language is not conducive to a safe and secure learning environment. Students are expected to refrain from the use of profanity while on the school campus, just as they would be expected to when reporting for employment.

- | | |
|-------------|---|
| 1st offense | 1 to 5 days suspension and/or alternative means of correction |
| 2nd offense | 3 to 5 days suspension, parent conference |
| 3rd offense | 5 days off campus suspension, possible recommendation for expulsion |

SCHOOL RECORDS

Falsification of Records and /or Official Documents:

- Altering documents affecting academic records
- Forging signatures of authorization
- Falsifying information on an official academic document, grade report, letter of permission, letter of application, letter of recommendation, petition, drop/add form, ID card, or any other official school document

Unauthorized Access or Attempt to Access Computerized Academic or Administrative Records or Systems:

- Altering computer records
- Modifying computer programs or systems
- Releasing or dispensing information gained via unauthorized access, or interfering with the use or availability of computer systems or information

1st offense Student receives a zero on the assignment, if applicable
 Teacher notifies student, parent, and administrator. Student may receive a grade of "F" for the current quarter
 Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence

2nd offense (in any class)

- Teacher notifies student, parent and administrator
- Student is dropped from the class
- Student receives a grade of "F" for the semester
- 5 Day Suspension
- Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence
- Suspension and cause may be reported to colleges in the school report
- Possible recommendation for expulsion and notification of Law Enforcement

Sexual Harassment

For the purpose of student discipline, sexual harassment is defined as unwelcome and/or offensive sexual behavior. It includes visual, verbal, or physical behaviors that make a student feel uncomfortable.

Types of Illegal Conduct

Visual

- unwelcome sexual flirtations or propositions
- passing suggestive or obscene letters, notes, or invitations
- displaying sexual drawings or pictures
- mooning or flashing
- making obscene gestures
- giving sexually suggestive looks or leers
- any of the above transmitted electronically, including but not limited to phone, voicemail, email, text messages and social networking

Verbal

- making requests for sexual favors
- making or threatening reprisals after a negative response to sexual favors
- sexist or sexual jokes
- telling graphic commentaries about an individual's body
- saying sexually degrading terms used to describe an individual, including but not limited to words like: fag, gay, queer, homo, ho, pimp
- making comments about a person's sex life
- holding overly personal conversation
- making noises such as "wolf whistles"
- refusing to take "no" for an answer

Types of Illegal Conduct - Cont.

Physical

- touching
- grabbing
- rubbing
- physically blocking a person's movement
- assault
- rape

What To Do When / If It Happens

- Respond to the conduct immediately in a way that clearly communicates the behavior is NOT wanted.
- Immediately report the incident to a staff member; tell what, when and where it happened

Consequences

Penalties for engaging in prohibited conduct will range from counseling to expulsion, depending on the student's previous discipline record and the severity of the offense. A student found to have committed or attempted to commit a criminal sexual assault or battery will be referred for expulsion and to the police.

STUDENT CONFLICTS

What to Do to Avoid a Fight

Let your administrator know if you are feeling unsafe, threatened, or harassed. These feelings may interfere with your ability to concentrate on your schoolwork, so it is important that the problem be addressed quickly.

Avoid listening to and spreading gossip. The only thing that comes from gossip is hurt feelings and anger. Adopt the attitude, "If I did not hear it with my own ears, it is not worth being hurt or angry about it."

Don't confront another student when angry. The other person may react defensively, unsure of what you might do. Ask for help from a teacher or staff member, if you are not able to forget about or ignore what the other student is doing that makes you angry.

Make an appointment with your counselor or administrator. He/she can give you additional suggestions, meet with the other student, or arrange a meeting for the students involved in order to solve the problem in a safe and non-confrontational manner.

Definitions and Consequences Associated with Fighting

Breaking Up or Preventing a Fight is characterized by seeking help from the nearest adult; encouraging the students to walk away; surrounding a friend and moving him/her away from the argument.

Defending One's Self is characterized by putting hands up to block or prevent a hit; putting hands out to keep the other student at a distance; repeating over and over the desire to NOT fight; calling for help; turning away; walking away.

Threatening / Initiating Fights may be treated the same as fighting. The following behaviors communicate a willingness to fight: remaining engaged in an argument; stepping towards the other student; clenching fists; throwing down items being held, i.e. backpack, books, etc.; and removing outer garments, such as a jacket; threats via text message, posts on social networking sites or any electronic means.

Threatening School Employees or Property - Threats of any school employee or their property, including via the Internet, will be referred to law enforcement, alternative means of corrections, and may result in a 5 day suspension and possible recommendation for expulsion.

Fighting is defined as mutual combat, contributing to or perpetuating the fight.

1st offense	1-5 days suspension
2nd offense	5 days suspension/contact with law enforcement/possible recommendation for expulsion
3rd offense	5 days suspension/contact with law enforcement/recommendation for expulsion

Causing Serious Injury

1st offense	5 days suspension, possible recommendation for expulsion, possible notification of law enforcement agencies.
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Jumping In is joining in on another student's fight or contributing to / or escalating the fight.

1st offense	1-5 days suspension, possible recommendation for expulsion
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Running to or Being Present to Watch a Fight escalates the potential of a fight occurring and the seriousness of the fight.

1st offense	1 day suspension
2nd offense	3 days suspension
3rd offense	5 days suspension

Social Networking Sites/Electronic Communication

Any posts on a social networking site or electronic communication that come to the attention of school staff and are deemed as bullying, threatening, harassing or hazing, and cause the campus to be an intimidating, hostile or offensive environment for another student will be disciplined according to the procedures spelled out in this handbook for cyber bullying.

Substitute Teacher, Misbehavior with

Students are expected to behave respectfully to all substitutes in order that learning may continue in the teacher's absence. A referral from a substitute teacher will be considered as defiance of school authority and disruption of school activities. Discipline will be at the discretion of administration.

Theft / Extortion /Burglary (includes possession of stolen property)

Any offense 1-5 days suspension/possible recommendation for expulsion and possible notification of law enforcement agencies or alternative means of correction.

Tobacco, Use / Possession

River Delta Unified School District is a non-smoking/no tobacco use district. All tobacco products will be confiscated. All forms of tobacco paraphernalia including e-cigarettes or other vapor-emitting devices with or without nicotine content are prohibited on campus and at any school event.

1st offense 1-3 day suspension
2nd offense 3-5 days suspension

Vandalism / Tagging / Graffiti to School or Private Property on Campus

1st offense 1 to 5 days suspension, possible notification to law enforcement and or alternate means of correction.

Weapons / Explosives / Dangerous Objects, Use / Possession

1st offense 5 days suspension, possible recommendation for expulsion and possible notification of law enforcement agencies

ACADEMIC INTEGRITY

Statement of Philosophy

The primary goal of any educational institution should be to enhance the learning environment and to promote the pursuit of intellectual excellence. River Delta Unified School District is committed to reinforcing the values of our democratic society, teaching citizenship and providing an environment conducive to ethical behavior. We strive to maintain a climate in which honesty, courtesy, consideration, integrity and a concern for others are highly valued.

Academic dishonesty is an assault upon the basic integrity and meaning of an educational institution. Cheating, plagiarism, and collusion in dishonest activities are serious acts, which erode an institution's educational role and deny the value of education not only for the perpetrators, but also for the entire community. It is expected that students will understand and subscribe to the idea of academic integrity and will bear individual responsibility for their work. Materials (written or otherwise) submitted to fulfill academic requirements must represent a student's own efforts. In turn students will gain new information and insights, and increase their capacity to think, reason and solve problems.

The fundamental purpose of this policy is to emphasize that any act of academic dishonesty attempted by any student is unacceptable and will not be tolerated. Consequences for any form of academic dishonesty are severe. The teacher's professional judgment will determine whether an act of academic dishonesty has occurred. Students are reminded not to give the instructor cause to consider their actions in violation of this policy.

The following list delineates a variety of methods of cheating.

LEVEL 1 - Cheating & Plagiarism

Cheating: Cheating is the unauthorized use of study guides or another person's work, research, information in any academic exercise.

Cheating includes but is not limited to:

- Letting someone else see one's own or another's paper during an examination, test or quiz.
- Looking at someone else's paper during an examination, test or quiz.
- Using unauthorized notes of any kind during an examination, test or quiz.
- Talking, texting with another student or using any unauthorized electronic device during an examination, test or quiz.

- Tampering with an examination after it has been corrected, then returning it for more credit than deserved.
- Allowing others to do the research and writing of an assigned paper.
- Copying work that was assigned to be done independently, or allowing someone else to copy one's own or another's work.
- Giving test information to other students in other periods of the same course.
- Fabricating or altering laboratory data.
- Unauthorized collaborating on an academic assignment.
- Erasing a student's name on an assignment, replacing it with one's own name and turning it in as one's own work.

In some courses, teachers may announce that it is allowed for students to work together. In such cases, all students should write up their work independently of one another, unless the teacher has given explicit approval to a common write-up. Students should always write on their paper the names of the other students with whom they have collaborated.

Plagiarism: Plagiarism is academic theft. It refers to the use of another's ideas or words without proper attribution or credit. An author's work is his/her property and should be respected by documentation. Credit must be given:

- For every direct quotation.
- When a work is paraphrased or summarized in whole or in part in your own words.
- For information which is not common knowledge, i.e. it appears in several sources about the subject.
- Digital images, sounds and film clips.

Collusion: Any student who knowingly or intentionally helps another student to perform any of the above acts of cheating or plagiarism, for which the primary objective is academic dishonesty, is subject to discipline for academic dishonesty. There is NO distinction between those who cheat and plagiarize and those who willingly allow it to occur.

Disciplinary Procedures for Cheating and Plagiarism

1st	Occurrence	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student is counseled to find acceptable ways to meet course obligations
2nd	Occurrence in any class	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student may receive 50% of the points earned for that quarter as his/her final quarter grade Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence Student is counseled to find acceptable ways to meet course obligations
3rd	Occurrence in any class	Student receives a zero on the assignment Teacher notifies student, parent and administrator Student may receive 50% of the points earned for that quarter as his/her final quarter grade Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence Student is counseled to find acceptable ways to meet course obligations

LEVEL 2 - Obtaining an Unfair Advantage:

- Stealing, reproducing, circulating or otherwise gaining access to exam, test or quiz materials prior to the time authorized by the instructor.
- Stealing, destroying, defacing or concealing library materials with the purpose of depriving others of their use.
- Retaining, possessing, using or circulating previously given assessment materials, when those materials clearly indicate that they are to be returned to the instructor at the conclusion of the assessment.
- Intentionally obstructing or interfering with another student's academic work, or otherwise undertaking activity with the purpose of creating or obtaining an unfair academic advantage over other students' academic work.
- Turning in a complete essay, presentation or creative work written or created by another person.

Collusion: Any student who knowingly or intentionally helps another student to perform any of the above acts or obtaining an unfair advantage for which the primary objective is academic dishonesty is subject to discipline for academic dishonesty. There is NO distinction between those who cheat and plagiarize and those who willingly allow it to occur.

Disciplinary Procedures for Obtaining an Unfair Advantage

1st	Occurrence	Student receives a zero on the assignment Teacher notifies student, parent and administrator
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Student may receive 50% of the points earned for that quarter as his/her final quarter grade
Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence

2nd Occurrence in any class

Teacher notifies student, parent and administrator
Student is dropped from the class
Student may receive a grade of "F" for the semester
Student is ineligible for California Scholastic Federation (CSF) for the semester of occurrence

A student who commits a Level 2 offense and violates this policy again in the same class will receive a W-F for the semester and be assigned either to study hall or the Academic Support Center for the remainder of the semester.

Teacher Responsibilities:

- Make the school policy and your classroom policy known to all students. Be specific about your expectations for tests, papers and homework.
- Remind students of the policy and the consequences associated with it prior to giving any assessment by reading the following script:

"The Academic Integrity Policy is intended to establish high standards of honesty and ethical behavior among our students. It applies to every homework assignment, project, quiz and test you take – including this one. Any act of academic dishonesty, including cheating, plagiarism, obtaining an unfair advantage or collusion, is unacceptable and will not be tolerated. Keep in mind the severe school-wide consequences that are in place. Be sure your backpacks, purses, etc. are away from your desks, and your desktops are clear of all things except those things for which I have given you permission."

- Be fair to all students: test on test days; prepare students for and give notice of tests; be available to students before work is due.
- Secure the test environment by expecting that all backpacks, purses, etc. should be moved away from desks.
- Provide constant supervision during testing periods. Actively proctor your test activity.
- Deal with students privately. Protect the student's right to confidentiality at all times.
- Keep all assessments in a secure location in which students cannot gain access.

Student Responsibilities

- Manage your time, so you have adequate time to study for any tests or quizzes.
- Take responsibility to find out what material will be covered on the test or quiz.
- During a test or quiz, make sure your paper cannot be seen by anyone else. Keep your eyes on your own paper or straight ahead. Do not talk. Ask your teacher, not your neighbor, questions of clarification.
- After a test or quiz, do not discuss questions with other students until ALL students have taken it.
- Do not copy other's homework. Do not work with other students on assignments unless the teacher gives instructions to do so or unless the teacher tells the entire class to work together.
- Do not copy or paraphrase others without a footnote.
- In fairness to all, students are urged to make the teacher aware if cheating is taking place, including the kind of cheating and the methods being used.

Parent Responsibilities

- Reinforce the values of honesty and integrity.
- Reduce the pressure for "success at any cost." Give your child support even when his or her best effort does not earn an "A".
- Be aware of homework. Help your child protect study time. Try to provide a good study environment with a place to work that is free from distractions. Be sensitive to your child's study time frame.
- If you have questions about your child's work, please contact your child's teachers

Adapted from:

University of California Santa Barbara

The Academic Dishonesty Question: A Guide to an Answer through Education, Prevention, Adjudication, and Obligation

Copies of this document are available, free of charge, in the Office of the Dean of Students

<http://hep.ucsb.edu/people/hnn/conduct/disq.html>

The University of Pennsylvania

Resources, Policy and Procedure Handbook

<http://www.vpul.upenn.edu/osl/acadint.html>

Policies - Academic Honesty

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GROUNDS FOR SUSPENSION OR EXPULSION

A pupil shall not be suspended from school or recommended for expulsion unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has:

- §48900(a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
(2) Willfully used force or violence upon the person of another, except in self-defense.
- §48900(b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- §48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance listed in Chapter 2 (commencing with §11053 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- §48900(d) Unlawfully offered, arranged, or negotiated to sell any controlled substance; listed in Chapter 2 (commencing with §11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant of any kind.
- §48900(e) Committed or attempted to commit robbery or extortion.
- §48900(f) Caused or attempted to cause damage to school property or private property.
- §48900(g) Stole or attempted to steal school property or private property.
- §48900(h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- §48900(i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- §48900(j) Unlawfully possessed, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in §11014.5 of the Health and Safety Code.
- §48900(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
(2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.
- §48900(l) Knowingly received stolen school property or private property.
- §48900(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- §48900(n) Committed or attempted to commit a sexual assault as defined in §261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in §243.4 of the Penal Code.
- §48900(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- §48900(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- §48900(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

- §48900(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
- (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site, including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel. the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
- §48900(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section, unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:
- (1) While on school grounds.
 - (2) While going to or coming from school.
 - (3) During the lunch period whether on or off the campus.
 - (4) During, or while going to or coming from, a school -sponsored activity.
- §48900(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
- §48900(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- §48900(v) A For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.
- §48900(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.
- §48900.1(a) The governing board of each school district may adopt a policy authorizing teachers to require the parent or guardian of a pupil who has been suspended by a teacher pursuant to Section 48910 for reasons specified in subdivision (i) or (k) of Section 48900, to attend a portion of a school day in the classroom of his or her child or ward. The policy shall take into account reasonable factors that may prevent compliance with a notice to attend. The attendance of the parent or guardian shall be limited to the class from which the pupil was suspended.
- §48900.1(b) The policy shall be adopted pursuant to the procedures set forth in Sections 35291 and 35291.5. Parents and guardians shall be notified of this policy prior to its implementation. A teacher shall apply any policy adopted pursuant to this section uniformly to all pupils within the classroom. The adopted policy shall include the procedures that the district will follow to accomplish the following:

- (1) Ensure that parents or guardians who attend school for the purposes of this section meet with the school administrator or his or her designee after completing the classroom visitation and before leaving the school site.
- (2) Contact parents or guardians who do not respond to the request to attend school pursuant to this section.
- §48900.1(c) If a teacher imposes the procedure pursuant to subdivision (a), the principal shall send a written notice to the parent or guardian stating that attendance by the parent or guardian is pursuant to law. This section shall apply only to a parent or guardian who is actually living with the pupil. (d) A parent or guardian who has received a written notice pursuant to subdivision (c) shall attend class as specified in the written notice. The notice may specify that the attendance of the parent or guardian be on the day the pupil is scheduled to return to class, or within a reasonable period of time thereafter, as established by the policy of the board adopted pursuant to subdivision (a).
- §48900.2 In addition to the reasons specified in §48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in §212.5. For the purposes of this chapter, the conduct described in §212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive. (Added by Stats. 1992, c. 909 (S.B. 1930), §2.)
- §48900.3 In addition to the reasons specified in §48900 and §48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of §33032.5. (Added by Stats. 1994, c. 1198 (A.B. 2543), §6.)
- §48900.4 In addition to the grounds specified in §48900, §48900.2, and §48900.3, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, or staff that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment. (Added by Stats. 1994, c. 1017 (A.B. 2752), §1.)
- §48900.5(a) Suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. A school district may document the other means of correction used and place that documentation in the pupil's record, which may be accessed pursuant to Section 49069. However, a pupil, including an individual with exceptional needs, as defined in Section 56026, may be suspended, subject to Section 1415 of Title 20 of the United States Code, for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or (e) of Section 48900 or that the pupil's presence causes a danger to persons.
- §48900.5(b) Other means of correction include, but are not limited to, the following:
- (1) A conference between school personnel, the pupil's parent or guardian, and the pupil.
 - (2) Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
 - (3) Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents.
 - (4) Referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
 - (5) Enrollment in a program for teaching prosocial behavior or anger management.
 - (6.) Participation in a restorative justice program.
 - (7) A positive behavior support approach with tiered interventions that occur during the school day on campus.
 - (8) After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
 - (9) Any of the alternatives described in Section 48900.6.
- §48900.6 As part of or instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, the superintendent of schools, or the governing board may require a pupil to perform community service on school grounds or, with written permission of the parent or guardian of the pupil, off school grounds, during the pupil's non-school hours. For the purposes of this section, "community service" may include, but is not limited to, work performed in the community or on school grounds in the areas of outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. This section does not apply if a pupil has been suspended, pending expulsion, pursuant to Section 48915. However, this section applies if the recommended expulsion is not implemented or is, itself, suspended by stipulation or other administrative action.
- §48900.7 In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific

intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Added by Stats. 197, c 405 (A.B.307), §1.)

- §48900.8 For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the department, each school district shall specifically identify, by offense committed, in all appropriate official records of a pupil each suspension or expulsion of that pupil for the commission of any of the offenses set forth in Section 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915.
- §48900.9(a) The superintendent of a school district, the principal of a school, or the principal's designee may refer a victim of, witness to, or other pupil affected by, an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, committed on or after January 1, 2015, to the school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and participation in a restorative justice program, as appropriate.
- §48900.9(b) A student who has engaged in an act of bullying, as defined in paragraph (1) of subdivision (r) of Section 48900, may also be referred to the school counselor, school psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling, or for participation in a restorative justice program, pursuant to Section 48900.5.

BOARD MUST FIND CONDITIONS TO EXPEL

- §48915(a) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:
- (1) Causing serious physical injury to another person, except in self-defense.
 - (2) Possession of any knife or other dangerous object of no reasonable use to the pupil.
 - (3) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:
 - (i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.
 - (ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.
 - (4) Robbery or extortion.
 - (5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee. If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.
- §48915(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:
- (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
 - (2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.
- §48915(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:
- (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision may be imposed.
 - (2) Brandishing a knife at another person.
 - (3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
 - (4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
 - (5) Possession of an explosive.

- §48915(d) The governing board of a school district shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:
- (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
 - (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
 - (3) Is not housed at the school site attended by the pupil at the time of suspension.
- §48915(e) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:
- (1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
 - (2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.
- §48915(f) The governing board of a school district shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study that meets all of the conditions specified in subdivision (d). Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.
- §48915(g) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.
- §48915(h) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

BOARD MUST EXPEL

- §48915(c) The principal or superintendent of schools shall immediately suspend, pursuant to §48911 and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:
- (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.
 - (2) Brandishing a knife at another person.
 - (3) Unlawfully selling a controlled substance.
 - (4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of §48900 or committing a sexual battery as defined in subdivision (n) of §48900.
 - (5) Possession of an explosive.
- §48916(a) At the time an expulsion of a pupil is ordered for an act other than those described in subdivision (c) of §48915, the governing board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district or to the school the pupil last attended. For a pupil who has been expelled pursuant to subdivision (c) of §48915, the governing board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission to a school maintained by the district, except that the governing board may set an earlier date for readmission on a case-by-case basis.

EXPULSION PROCESS

The student shall be entitled to a due process hearing to determine whether a recommendation for expulsion should be made to the Board of Trustees. An Administrative Hearing Panel shall convene within 30 school days of the date the superintendent, principal or the principal's designee determines that the student has committed any of the acts enumerated in Education Code Section 48900, 48900.2, 48900.3, 48900.4, 48915 and/or 48916. The adopted rules and regulations shall require that the student shall be entitled to at least one postponement. Thereafter, any additional postponement may be granted at the discretion of the Board of Trustees.

The superintendent, or the superintendent's designee, in writing may extend the suspension until such time as the Board of Trustees renders a decision in the action. However, an extension may be granted only if the superintendent, or the superintendent's designee, has determined, following a meeting in which the student and the student's parent/guardian are invited to participate, that the presence of the student at the school or in an alternative school placement would cause a danger to persons or property or a threat of disrupting the instructional process. Written notice of the hearing shall be forwarded to the student and the parent/guardian at least ten calendar days prior to the date of the hearing. A parent may waive this ten-day requirement. The notice shall include: the date and place of the hearing; a statement of the specific facts and charges upon which the proposed expulsion is based; a copy of the disciplinary rules of the district which relate to the alleged violation; and the opportunity for the student and the student's parent/guardian to appear in person, or employ and be represented by counsel, to inspect and obtain copies of all documents to be used at the hearing, confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the student's behalf, including witnesses.

An administrative panel shall conduct a hearing to consider the recommendation of a student in a session closed to the public. Within three school days following the hearing, the administrative panel shall determine whether to recommend the expulsion of the student to the Board of Trustees. This recommendation will be forwarded to the student and parent/guardian.

The Board of Trustees shall conduct a hearing in private, unless the student requests in writing at least five days prior to the date of the hearing that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the Board of Trustees may meet in closed session for the purpose of deliberating and determining if the student should be expelled. If the student and the student's parent/guardian are not in agreement with the recommendations, or wish to make other comments, they will be given an opportunity to do so.

A decision of the Board of Trustees whether or not to expel a student shall be made within ten school days following the conclusion of the hearing.

An appeal of the Board of Trustees may be made to the Board of Education of Sacramento, Office of Superintendent of Schools. Such an appeal must be presented to the County Superintendent of Education within thirty (30) days following the Board of Trustees' decision.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651

BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: _____

From: Don Beno, Superintendent

Item Number: 10.20

SUBJECT Donations

Action: _____
Consent Action: x
Information Only: _____

Background:

Donations to Receive and Acknowledge:

Rio Vista High School – “Every Senior Receives a Yearbook”

Danny and Angie Hagan & Family
Rio Vista Rotary Club
Jerry and Nadine Penick
Kyle and Kearsten Turn
Danny and Delinda Bowers
George and Kristy Apple
Tammy Trujillo
Robert and Susan Hickey
Roxanne Stiles-Donnelly
Maria Elena Becerra
Collin and Jessica Turk
Ann Riedmiller
Amador and Ann Arroyo
Hector and Stefanie Dela Rosa
Page and Sara Baldwin

Riverview Middle School – General Donation

Beth Brockhouse (PG&E) - \$102.56

Presenter Don Beno

Other People Who Might Be Present Staff

Cost &/or Funding Sources

Recommendation:

That the Board acknowledge and approve the receipt of these donations.

Time: 2 mins.

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: X

From: Don Beno, Superintendent

Item Number: 11

SUBJECT

Request to approve the *second and final reading* of the updated or new Board Policies, Administrative Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of May 2018.

Action: X
Consent Action:
Information Only:

Background:

Changes in legislation and amendments to laws lead to necessary/mandated changes in District policies, regulations and exhibits.

Status:

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to May 2018 which need to be approved for *second and final reading*.

These policies, etc., were submitted for the first reading at the June 12, 2018 Board meeting.

Presenter Don Beno

Other People Who Might Be Present Jennifer Gaston, Recorder

Cost &/or Funding Sources

Recommendation:

That the Board approve the *second and final reading* of these policies and regulations resulting from legislation effective prior to May 2018 as submitted.

Time: 5 mins.

POLICY GUIDE SHEET

May 2018

Page 1 of 3

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

BP 0410 - Nondiscrimination in District Programs and Activities

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which (1) adds immigration status to the categories of characteristics that are protected against discrimination, (2) requires parent/guardian notification of their child's right to a free public education regardless of immigration status or religious beliefs, and (3) mandates that districts adopt policy consistent with a model policy developed by the California Attorney General, which includes a statement regarding equitable services. Policy also reflects provisions of the Attorney General's model policy and **NEW LAW (SB 31)** which prohibit districts from compiling or assisting in the compilation of a registry based on immigration status, religion, or other specified characteristics.

E 0420.41 - Charter School Oversight

(E revised)

Exhibit updated to reflect **NEW LAWS** affecting requirements for charter schools, including **AB 1360** which clarifies that the charter school's admission preferences must be approved by the district board, **AB 830** which repeals the high school exit examination requirement, **AB 1360** which requires parental notification that parent/guardian involvement is not a requirement for enrollment at the charter school, **AB 699** which requires charter schools to adopt policy consistent with the model policy on immigration enforcement developed by the California Attorney General, **AB 2097** (2016) which prohibits the collection of social security numbers, **AB 841** which prohibits advertising or promotion of non-nutritious foods or beverages, **SB 250** which requires parental notification within 10 days of a negative meal account balance and prohibits different treatment of students with unpaid meal fees, and **SB 138** which requires "very high poverty schools" to apply to provide lunch and/or breakfast free of charge to all students under a federal universal service provision.

BP/AR 3514 - Environmental Safety

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 746)** which provides that, if a community water system finds lead above specified levels in a school's potable water system, the district must notify parents/guardians, shut down fountains and faucets, and provide a source of drinking water to students. Policy also deletes details regarding district strategies that are duplicated in the AR. Regulation also updates material related to particulate filters in school buses and carbon monoxide detectors to reflect current law.

BP 3514.1 - Hazardous Substances

(BP revised)

Policy updated to reflect legal requirements regarding toxic art and craft supplies, formerly in BP 6161.3 - Toxic Art Supplies.

BP/AR 3516 - Emergencies and Disaster Preparedness Plan

(BP/AR revised)

Policy expands paragraph on the involvement of staff and community groups in plan development, consistent with U.S. Department of Education recommendation. Policy also adds training on staff responsibilities in an emergency or disaster, clarifies staff's legal obligation to serve as disaster service workers, and clarifies that board members are not considered disaster service workers. Regulation expands prevention strategies to include measures to increase the security of school facilities, expands crisis communications methods to include social media and electronic communications, and adds assembly of key information into a "crisis response box" that can be easily accessed in an emergency.

POLICY GUIDE SHEET

May 2018

Page 2 of 3

AR 3541 - Transportation Routes and Services

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1453)** which authorizes districts to provide for the transportation of adult volunteers to and from educational activities. Regulation also reflects requirement to provide transportation consistent with a student's Section 504 plan, and clarifies the district's responsibility with respect to transportation for homeless students and foster youth.

BP/AR 4158/4258/4358 - Employee Security

(BP/AR revised)

Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

BP/AR 4161.9/4261.9/4361.9 - Catastrophic Leave Program

(BP/AR revised)

Policy and regulation substantially revised and reorganized to clarify requirements for the catastrophic leave program. Policy recommends that donated leave be placed into a pool for eligible employees rather than earmarked for particular employees, and adds notification to employees regarding the program. Regulation provides that donation of leave be made in writing to the superintendent rather than the board, encourages employees to retain sufficient leave for their own potential use, establishes a maximum amount of catastrophic leave that may be used by an individual employee, and provides that employees will be ineligible for catastrophic leave while receiving workers' compensation benefits.

BP/AR 5111 - Admission

(BP/AR revised)

Policy updated to reflect state law prohibiting the collection of social security numbers or the last four digits of the social security numbers of students or their parents/guardians, unless otherwise required by law. Policy also reflects **NEW LAW (AB 699)** which prohibits districts from inquiring into students' citizenship or immigration status and the California Attorney General's model policy which provides that, under the limited circumstances when such information must be collected to comply with eligibility requirements for special state or federal programs, such information should be collected separately from the school enrollment process. Regulation updated to reflect a requirement of the Attorney General's model policy that prohibits districts from requiring documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. Regulation also reflects the authority to accept a parent/guardian affidavit as evidence of a child's age when other documentation is not available.

BP/AR 5111.1 - District Residency

(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 699)** which prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. Regulation also updated to reflect **NEW LAWS** providing that a student meets district residency requirements if the student's parent/guardian is transferring or pending transfer to a military installation within the state (**SB 455**), or the student's parent/guardian was a resident of California who departed the state against his/her will pursuant to a transfer by a government agency, a court order, or the federal Immigration and Nationality Act (**SB 257**).

POLICY GUIDE SHEET

May 2018

Page 3 of 3

BP/AR 5125 - Student Records

(BP/AR revised)

Policy updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which (1) prohibits districts from collecting information regarding students' citizenship or immigration status, and (2) requires district staff to receive training in the gathering and handling of sensitive student information. Policy also reflects state law limiting the collection of students' social security numbers or the last four digits of the social security numbers, and **NEW LAW (SB 31)** which prohibits districts from assisting in the compilation of a list, registry, or database based on students' national origin, ethnicity, or religion. Regulation updated to reflect **NEW LAW (SB 233)** which expands the types of records related to foster youth that must be made accessible to specified agencies, and a requirement of the Attorney General's model policy that the annual parental notification include a statement that a student's citizenship, place of birth, or national origin will not be released without parental consent or a court order.

AR/E 5125.1 - Release of Directory Information

(AR/E revised)

Regulation and exhibit updated to reflect the California Attorney General's model policy, developed pursuant to **NEW LAW (AB 699)**, which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin.

BP 5131.2 - Bullying

(BP revised)

Policy updated to reflect **NEW LAW (AB 699)** which requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. Policy also reflects the California Attorney General's model policy developed pursuant to **AB 699**, which requires staff training with specified components related to bullying prevention and response.

BP/AR 5145.13 - Response to Immigration Enforcement

(BP/AR added)

New policy and regulation reflect **NEW LAW (AB 699)** which mandates districts to adopt, by July 1, 2018, policy consistent with the model policy developed by the California Attorney General, including policy related to the district's response to requests by law enforcement for access to information, students, or school grounds for immigration enforcement purposes and actions to be taken in the event that a student's family member is detained or deported. Policy also reflects **NEW LAW (SB 31)** which prohibits districts from compiling or assisting federal government authorities with compiling a list, registry, or database based on students' national origin, ethnicity, or religion.

BP/AR 5145.3 - Nondiscrimination/Harassment

(BP/AR revised)

Minor revisions made in policy and regulation to reflect **NEW LAW (AB 699)** which prohibits discrimination based on immigration status.

BP 5145.9 - Hate-Motivated Behavior

(BP revised)

Policy updated to define hate-motivated behavior and expand material related to collaboration, staff training, and enforcement of rules regarding student conduct. Policy also provides for the use of uniform complaint procedures when the behavior is determined to be based on unlawful discrimination.

BP 6161.3 - Toxic Art Supplies

(BP deleted)

Policy deleted and key concepts incorporated into BP 3514.1 - Hazardous Substances.

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0410(a)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

Note: ~~Government Code 11138~~ **Education Code 234.1** mandates districts to adopt ~~rules~~ **policy** and regulations to ensure that district programs and activities are free from unlawful discrimination. In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220, **as amended by AB 699 (Ch. 493, Statutes of 2017)**, prohibits discrimination based on race or ethnicity, nationality, **immigration status**, sex, sexual orientation, gender, gender identity, gender expression, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. Government Code 11135 prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information. Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7) prohibits discrimination on the basis of race, color, and national origin. Title IX (20 USC 1681-1688) prohibits discrimination on the basis of sex. The Americans with Disabilities Act (ADA) (42 USC 12101-12213) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794) prohibit discrimination on the basis of disability. For policy language protecting students against discrimination and harassment, see BP/AR 5145.3 - Nondiscrimination/Harassment and BP/AR 5145.7 - Sexual Harassment.

Education Code 260 and 5 CCR 4900-4965 require the Governing Board to monitor district compliance with these state and federal laws. The federal laws are enforced by the Office for Civil Rights of the U.S. Department of Education, and the California Department of Education may investigate complaints regarding discrimination pursuant to 5 CCR 4600-~~4687~~ **4670**.

Similarly, Government Code 12940 provides protections for employees, job applicants, unpaid interns, and volunteers against unlawful discrimination and harassment. For policy language addressing these protections as they relate to volunteers, see BP 1240 - Volunteer Assistance, and in relation to employees, unpaid interns, and job applicants, see BP 4030 - Nondiscrimination in Employment.

The Governing Board is committed to providing equal opportunity for all individuals in ~~education~~ **district programs and activities**. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, ~~or~~ parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, **gender or** expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

(cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.2 - Athletic Competition)
 (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
 (cf. 6164.6 - Identification and Education Under Section 504)
 (cf. 6178 - Career Technical Education)
 (cf. 6200 - Adult Education)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), mandates that districts adopt policy consistent with the California Attorney General's model policy contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. That model policy includes statements regarding the equitable provision of services and a prohibition against the use of school resources or data for creating a registry based on specific characteristics. In addition, Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017), prohibits districts from disclosing information about immigration status or religion to federal government authorities for use in the compilation of a registry for immigration enforcement or otherwise assisting in the creation of such a registry.

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation)
 (cf. 3553 - Free and Reduced Price Meals)
 (cf. 5145.13 - Response to Immigration Enforcement)

Note: Education Code 221.2-221.3 (the California Racial Mascot Act), as added by AB 30 (Ch. 767, Statutes of 2015), declare the use of racially derogatory or discriminatory school or athletic team names, mascots, or nicknames in public schools to be contrary to an equal education and specifically prohibit public schools from using the term "Redskins" as a school or athletic team name, mascot, or nickname beginning January 1, 2017. The following paragraph expands this prohibition to include any racially derogatory or discriminatory athletic team name, mascot, or nickname and may be revised to reflect district practice.

District programs and activities shall **also** be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Note: Pursuant to Education Code 221.5, a district is required to permit a student to participate in sex-segregated school programs and activities, including athletic teams and competitions, and to use facilities consistent with the student's gender identity, regardless of his/her gender as listed on his/her educational records. See BP/AR 5145.3 - Nondiscrimination/Harassment. For further information, see CSBA's policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students and its Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

~~Annually,~~ The Superintendent or designee shall **annually** review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Many nondiscrimination laws and regulations contain a notification requirement. For example, pursuant to 34 CFR 104.8 and 106.9, a district that receives federal aid is required to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate on the basis of disability **and or** sex in its educational programs or activities. In addition, Education Code 221.61, ~~as added by SB 1375 (Ch. 655, Statutes of 2016),~~ requires ~~that, on or before July 1, 2017,~~ districts **must to** post specified information relating to Title IX on their web sites. To ensure consistent implementation of the laws, the same notification requirement should be adopted for all the protected categories as provided in the following paragraph.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in ~~each~~ **the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in** announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed **by the district.** ~~to these groups and, as applicable, to the public. As appropriate, such~~ **The notification shall also be posted on the district's web site and, when available, district-supported social media and shall be posted** in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations **as appropriate** ~~and shall be posted on the district's web site and, when available, district-supported social media.~~

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires the following notification. Information about the educational rights of all students is contained in the appendix of the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

Note: Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to the parents/guardians of these students must also be written in the primary language and may be answered by the parent/guardian in English or the primary language. In addition, 20 USC 6311 and 6312 require that districts receiving Title I funds provide parent/guardian notices in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians understand.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

Note: Pursuant to the ADA and its implementing regulations, 28 CFR 35.150 and 35.151, district facilities must be accessible to and usable by individuals with disabilities. Compliance methods may include equipment redesign, reassignment of services to accessible buildings, assignment of aides to beneficiaries, home visits, delivery of services at alternate accessible sites, and alteration of existing facilities and construction of new facilities. In achieving compliance, a district need not make structural changes to existing facilities if other methods are effective and the district can demonstrate that the structural change would result in a fundamental alteration in the nature of the activity or an undue financial or administrative burden. However, pursuant to 28 CFR 35.151, all newly constructed facilities must comply with the 2010 ADA Standards for Accessible Designs issued by the U.S. Department of Justice.

In addition, pursuant to 28 CFR 35.136, a district must permit an individual with a disability to be accompanied by a service animal on district premises when, without the animal's assistance, the individual with a disability will not be able to access or participate in a district program or activity. For language addressing this mandate, see AR 6163.2 - Animals at School. Districts with questions about compliance with the ADA should consult with legal counsel as appropriate.

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

Note: Pursuant to 28 CFR 35.130 and 35.160, the ADA requires districts to provide services and aids to ensure that a disabled individual is not excluded from participation or denied a benefit, service, or program on the basis of a disability. However, if the district can show that providing such aids and services would fundamentally alter the nature of the function, program, or meeting or would be an undue burden, then the district need not provide them.

In addition, Government Code 54953.2 requires that all Board meetings meet the protections of the ADA and implementing regulations (28 CFR 35.160 and 36.303). In effect, the district must ensure that such meetings are accessible to persons with disabilities and that, upon the request of any person with a disability, disability-related accommodations, such as auxiliary aids and services, are made available.

A U.S. Department of Justice technical assistance publication, Accessibility of State and Local Government Websites to People with Disabilities, affirms that the ADA applies to district-sponsored web sites. Examples of technical standards for web site accessibility are available from the World Wide Web Consortium, California Department of Education's standards for state web sites, and other sources; **The U.S. Department of Education's Office for Civil Rights (OCR) has interpreted the ADA and Section 504 of the Rehabilitation Act of 1973 to include the requirement that district web sites be accessible to individuals with disabilities. See the OCR's June 2010 and May 2011 Dear Colleague Letters and see BP 1113 - District and School Web Sites.**

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Note: Pursuant to 28 CFR 35.107, a district that has 50 or more employees is required to designate at least one employee to coordinate the district's efforts to comply with the ADA. The designated employee could be the same individual or position responsible for the district's compliance with state and federal laws and regulations governing educational programs as identified in the district's uniform complaint procedures. The

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

following paragraph, which identifies the person or position identified in the AR 1312.3 - Uniform Complaint Procedures as the responsible employee, may be modified if the district chooses to designate another person or position.

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Superintendent
445 Montezuma Street, Rio Vista, CA 94571
(707) 374-1700
Superintendent@rdusd.org

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

200-262.4 *Prohibition of discrimination*

48980 Parental notifications

48985 *Notices to parents in language other than English*

51007 *Legislative intent: state policy*

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 *Definitions*

11135 *Nondiscrimination in programs or activities funded by state*

~~11138 Rules and regulations~~

12900-12996 *Fair Employment and Housing Act*

54953.2 *Brown Act compliance with Americans with Disabilities Act*

PENAL CODE

422.55 *Definition of hate crime*

422.6 *Interference with constitutional right or privilege*

CODE OF REGULATIONS, TITLE 5

4600-~~4687~~ **4670** *Uniform complaint procedures*

4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities in Education Act*

1681-1688 *Discrimination based on sex or blindness, Title IX*

2301-2415 *Carl D. Perkins Vocational and Applied Technology Act*

6311 *State plans*

6312 *Local education agency plans*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VI, Civil Rights Act of 1964*

2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*

2000h-2000h-6 *Title IX*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

36.303 *Auxiliary aids and services*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 *Nondiscrimination in federal programs, effectuating Title VI*

104.1-104.39 *Section 504 of the Rehabilitation Act of 1973*

106.1-106.61 *Discrimination on the basis of sex, effectuating Title IX, especially:*

106.9 *Dissemination of policy*

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014~~

~~Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011~~

Management Resources continued: (see next page)

BP 0410(h)

Management Resources: (continued)

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

CSBA: <http://www.csba.org>

California Office of the Attorney General: <http://oag.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act: <http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

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Policy Reference UPDATE Service

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**CSBA Sample
Exhibit**

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

Note: Pursuant to Education Code 47610, charter schools are exempt from Education Code provisions governing school districts unless otherwise specified in law. The following Exhibit lists some, but not necessarily all, legal requirements that apply to charter schools and may be used by districts to monitor a charter school's compliance with law. Violation of any law may subject the charter school to revocation pursuant to Education Code 47607; see BP 0420.43 - Charter School Revocation.

Charter schools shall be subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school:

1. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
2. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
3. Not charge tuition (Education Code 47605)

Note: Education Code 47605 specifically prohibits a charter school from charging tuition, but does not mention fees or other charges. As clarified in the California Department of Education's (CDE) advisory Pupil Fees, Deposits, and Other Charges, because charter schools are subject to the California Constitution, the free school guarantee of the California Constitution, Article 9, Section 5, applies to charter schools. Charter schools may only charge fees which are explicitly authorized by law for charter schools. For example, charter schools may charge fees for meals and field trips pursuant to Education Code 35330, 38082, and 38084 because those provisions apply to charter schools, but charter schools may not necessarily charge other fees authorized by law for school districts. ~~In addition, Education Code 49011 prohibits all public schools from requiring services or donations as a condition of enrollment or continued enrollment.~~

4. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

Note: Education Code 56145 requires charter schools to serve students with disabilities in the same manner as other public schools. Pursuant to Education Code 47646, districts must ensure that each charter school that is deemed to be a public school of the district, and is not its own local educational agency (LEA) for special education purposes, receives an equitable share of special education funding and services for students with disabilities who are enrolled in the charter school.

If a charter school is operating as a public school of the district for purposes of special education, the district retains responsibility and must determine how to ensure that students with disabilities receive a free appropriate public education (FAPE). However, as indicated in the California Office of Administrative Hearings ruling in Student v. Horizon Instructional Systems Charter School, a charter school operating as its own LEA for purposes of special education, including a charter school offering an independent study program, is the entity responsible for providing FAPE.

7. Serve students with disabilities in the same manner as such students are served in other **public district** schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's **or parent/guardian's** place of residence, ~~or that of his/her parents/guardians,~~ within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance, ~~except for existing students of the charter school,~~ shall be determined by a public random drawing, ~~Preference shall be~~ **with preference** extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
 - c. Other admission preferences may be permitted by the **Governing Board of the chartering** district on an individual school basis consistent with law. (Education Code 47605)

E 0420.41(c)

9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
11. If the school offers a kindergarten program: (Education Code 48000)
 - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
 - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
12. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
13. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

Note: Education Code 44830.1 and 45122.1 prohibit charter schools from hiring any person who has been convicted of a violent or serious felony as defined in Penal Code 667.5 and 1192.7, unless that person has received a certificate of rehabilitation and a pardon. Schools also may not retain in employment any temporary, substitute, or probationary employee who has been convicted of a violent or serious felony. See AR 4112.5/4212.5/4312.5 — Criminal Record Check. Education Code 45125.1 requires a criminal background check for certain employees of an entity contracting with a charter school. See AR 3515.6 — Criminal Background Checks for Contractors.

14. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)

Note: Education Code 44030.5 requires charter schools to report to the CTC any change in employment status due to an allegation of misconduct. See AR 4117.7/4317.7 — Employment Status Reports for further information about these reports.

15. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for

E 0420.41(d)

more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

16. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
17. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Note: Education Code 215, as added by AB 2246 (Ch. 642, Statutes of 2016), requires charter schools that serve students in grades 7-12 to adopt a policy on student suicide prevention, intervention, and postvention (i.e., intervention conducted after a suicide) with specified components. See BP/AR 5141.52 Suicide Prevention for further information regarding these requirements. Also see the CDE's Model Youth Suicide Prevention Policy.

18. If the school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components (Education Code 215)
19. If the school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)
20. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605, ~~60850-60859~~)
21. ~~Until July 31, 2018, g~~Grant a high school diploma to any student who completed grade 12 in the 2003-04 ~~school year or a subsequent~~ **through 2014-15** school year and ~~who has~~ met all applicable graduation requirements other than the passage of the high school exit examination (Education Code ~~60851.6~~ **51413**)

Note: Education Code 47612.5 specifies, by grade level, the minimum number of instructional minutes that must be offered each fiscal year. Any charter school that fails to meet the requirement will have its state apportionment reduced in proportion to the percentage of instructional minutes that the school fails to offer. Education Code 47612.5 and 47612.6 provide that neither the State Board of Education nor the Superintendent of Public Instruction may waive the required number of instructional minutes but may waive the fiscal penalties under specified conditions.

22. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

Note: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.3. Education Code 51745 requires that no course included among the courses required for graduation may be offered solely through independent study. However, pursuant to 5 CCR 11705, a charter school offering grades 9-12 shall be deemed to be an "alternative school" for purposes of

E 0420.41(e)

independent study and thus, according to the CDE, would comply with this provision because students in such alternative schools are enrolled voluntarily and, if they wished, could attend any other district high school in which the courses were offered via classroom instruction.

23. If the school provides independent study, meet the requirements of Education Code 51745-51749.3, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)
24. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)
25. If the school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

Note: Education Code 33479.1, and 33479.3, and 49475 as added by AB 1639 (Ch. 792, Statutes of 2016), require charter schools that elect to conduct athletic activities to provide student athletes and their parents/guardians with information on the nature and warning signs of **concussions/head injuries and sudden cardiac arrest**. Such information is available ~~from the~~ **on the web site of the** California Interscholastic Federation. ~~(CIF) or, if the athletic activity is not governed by the CIF, on the CDE's web site. Additionally, Education Code 33479.5, as added by AB 1639, and CIF bylaws provide for a student's removal from participation in an athletic activity if he/she passes out or faints. See BP/AR 6145.2 – Athletic Competition.~~

26. If the school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, he/she shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until he/she is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)
27. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)

E 0420.41(f)

28. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

Note: Education Code 48907 requires charter schools to establish a written "publications code" related to students' rights to freedom of speech and of the press. These written rules and regulations must include reasonable provisions for the time, place, and manner in which free expression may take place within the charter school's jurisdiction.

~~28.~~ **29.** Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

30. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

31. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)

~~29.~~ **32.** Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

~~30.~~ **33.** If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

~~31.~~ **34.** If the school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

E 0420.41(g)

Note: Education Code 39831.3, as amended by SB 1072 (Ch. 721, Statutes of 2016), requires charter schools to develop a transportation plan that includes procedures to ensure that a student is not left unattended on a bus. See AR 3543 Transportation Safety and Emergencies for more information regarding transportation safety plans.

In addition, pursuant to Vehicle Code 28160, as added by SB 1072, on or before the beginning of the 2018-19 school year, each school bus, school activity bus, youth bus, and child care motor vehicle, as defined, must be equipped with a "child safety alert system" (i.e., a device located at the interior rear of a vehicle that requires the driver to either manually contact or scan the device before exiting the vehicle).

- 32. 35.** Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus (Education Code 39831.3)
- 33. 36.** Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
- a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
- 34. 37.** Provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding (Education Code 222)
- 35. 38.** Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
- a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
 - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
 - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

E 0420.41(h)

Note: Education Code 49414.3, as added by AB 1748 (Ch. 557, Statutes of 2016), authorizes charter schools to make emergency naloxone hydrochloride or another opioid antagonist available to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. See BP/AR 5141.21 — Administering Medication And Monitoring Health Conditions.

- ~~36.~~ **39.** If the school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist
- 40.** If the school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)
- 41.** If the school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)
- 42.** If the school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)
- ~~37.~~ **43.** Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
- ~~38.~~ **44.** Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
- a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

E 0420.41(i)

- b. By July 1 **each year**, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the local control and accountability plan template adopted by the State Board of Education. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5, 52064)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)

- c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
- d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
- e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)
- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and the California Department of Education. (Education Code 47605)

Note: Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires charter schools to post specified information related to the prohibition against discrimination under Title IX (20 USC 1681-1688) on school web sites. Required information includes the name and contact information of the Title IX coordinator for the school, the rights of a student and the public and the responsibilities of the charter school under Title IX, and a description of how to file a complaint under Title IX. See AR 5145.3 Nondiscrimination/Harassment.

E 0420.41(j)

39. 45. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

~~Note: Pursuant to 5 CCR 4600, direct funded charter schools are subject to state requirements to adopt uniform complaint procedures for investigating and resolving specified types of complaints in accordance with 5 CCR 4600-4670. See BP/AR 1312.3 Uniform Complaint Procedures for further information about types of complaints addressed through these procedures, required notifications, timelines, and other requirements.~~

40. 46. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

41. 47. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

Note: Districts should consult with legal counsel regarding the applicability of state law other than the Education Code to charter schools.

In addition, charter schools shall comply with the state and federal constitutions, applicable federal laws, and state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963 and the conflict of interest laws in Government Code 1090-1099 and 87100-91014.

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Policy Reference UPDATE Service
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CSBA Sample Board Policy

ENVIRONMENTAL SAFETY

Note: The following **optional** policy may be revised to reflect district practice.

Education Code 17070.75 requires **any each** district participating in the state's School Facility Program ~~or Deferred Maintenance Program~~ to have a facility inspection system ~~in place~~ to ensure that **facilities are each school facility is** kept in good repair. ~~as defined in~~ Pursuant to Education Code 17002, a facility is in "good repair" when it is maintained in a manner that ensures that it is clean, safe, and functional in accordance with criteria set forth in ~~and determined according to~~ the Facility Inspection Tool developed by the Office of Public School Construction. ~~This tool includes a number of environmental safety conditions;~~ See AR 3517 - Facilities Inspection. In addition, the U.S. Environmental Protection Agency (EPA) has developed the Healthy School Environments Assessment Tool (HealthySEAT), a software program designed to be customized by districts to conduct voluntary self-assessments of environmental conditions, such as chemical management, hazardous materials and waste, indoor and outdoor air quality, moisture/mold control, pest control, ultraviolet radiation, and construction/renovation of school facilities. For further information, see EPA's web site.

The Governing Board recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks **and** ~~. He/she~~ shall ~~establish a comprehensive plan~~ **develop strategies** to prevent and/or mitigate environmental hazards. **He/she shall consider** ~~based on a consideration of~~ the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff **and students, including the impact on student achievement and attendance.** ~~attendance, student attendance, and student achievement.~~

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.3 - Earthquake Emergency Procedure System)

(cf. 3517 - Facilities Inspection)

(cf. 4157/4257/4357 - Employee Safety)

~~*(cf. 5030 - Student Wellness)*~~

(cf. 5142 - Safety)

(cf. 7111 - Evaluating Existing Buildings)

~~Strategies addressed in the district's plan shall include, but not necessarily be limited to, the following:~~ **Such strategies shall focus on maximizing healthy indoor air quality; monitoring the quality of outdoor air and adjusting outdoor activities as necessary; reducing exposure to vehicle emissions; minimizing exposure to lead and mercury; reducing the risk of unsafe drinking water; inspecting and properly abating asbestos; appropriately storing, using, and disposing of potentially hazardous substances; using effective least toxic pest management practices; reducing the risk of foodborne illness; and addressing any other environmental hazards identified during facilities inspections.**

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ENVIRONMENTAL SAFETY (continued)

- (cf. 3510 - Green School Operations)*
- (cf. 3513.3 - Tobacco-Free Schools)*
- (cf. 3514.1 - Hazardous Substances)*
- (cf. 3514.2 - Integrated Pest Management)*
- (cf. 3516.5 - Emergency Schedules)*
- (cf. 3540 - Transportation)*
- (cf. 3541.1 - Transportation for School-Related Trips)*
- (cf. 3542 - School Bus Drivers)*
- (cf. 3550 - Food Service/Child Nutrition Program)*
- (cf. 5141.23 - Asthma Management)*
- (cf. 5141.7 - Sun Safety)*
- (cf. 5142.2 - Safe Routes to School Program)*
- (cf. 6142.7 - Physical Education and Activity)*
- (cf. 6163.2 - Animals at School)*
- (cf. 7150 - Site Selection and Development)*

Note: Districts that select **optional** item #1 below to require strategies for indoor air quality are encouraged to review CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools. Also see the accompanying administrative regulation.

1. — Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to reduce dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities

- (cf. 3513.3 - Tobacco Free Schools)*
- (cf. 5141.23 - Asthma Management)*
- (cf. 6163.2 - Animals at School)*
- (cf. 7150 - Site Selection and Development)*

Note: In order to determine when poor outdoor air quality necessitates limiting outdoor activities, as provided in **optional** item #2 below, districts may use local or online resources to obtain forecasts of air quality and ultraviolet radiation. See the accompanying administrative regulation, BP 5141.7 - Sun Safety, and CSBA's policy brief on Sun Safety in Schools.

2. — Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm

- (cf. 3516.5 - Emergency Schedules)*
- (cf. 5141.7 - Sun Safety)*
- (cf. 6142.7 - Physical Education and Activity)*

Note: 13 CCR 2480 establishes requirements for limiting idling by school buses and other commercial motor vehicles in order to reduce exposure to diesel exhaust and other air contaminants as provided in **optional** item #3 below; see the accompanying administrative regulation.

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3. Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles

(cf. 3540—Transportation)

(cf. 3541.1—Transportation for School-Related Trips)

(cf. 3542—School Bus Drivers)

Note: According to the EPA and the Centers for Disease Control and Prevention, exposure to lead, which may be particularly hazardous for young children, can occur through multiple means as described in **optional** item #4 below and in the accompanying administrative regulation.

4. Minimizing exposure to lead in paint, soil, and drinking water

Note: Education Code 49410.5 requires districts to comply with EPA guidelines for inspection and management of asbestos-containing materials, as provided in **optional** item #5 below and the accompanying administrative regulation. Naturally occurring asbestos may be found in rocks or soil and released into the air by routine human activities or weathering processes. According to the EPA, asbestos-containing materials and naturally occurring asbestos that are intact generally do not pose a health risk, but these materials may become hazardous if they are disturbed and thereby released into the air.

5. Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials

Note: 8 CCR 5194 requires that a written hazard communication program be developed and implemented by employers whose employees may have potential exposure to hazardous substances, as provided in **optional** item #6 below; see BP/AR 3514.1—Hazardous Substances for further information.

6. Ensuring the proper storage, use, and disposal of potentially hazardous substances

(cf. 3514.1—Hazardous Substances)

(cf. 6161.3—Toxic Art Supplies)

Note: Education Code 17608-17613 require the use of effective least toxic pest management practices for the management of pests at school sites, as provided in **optional** item #7 below; see AR 3514.2—Integrated Pest Management for further information.

7. Ensuring the use of effective least toxic pest management practices

(cf. 3514.2—Integrated Pest Management)

Note: State and federal law (Health and Safety Code 113700-114437 and 42 USC 1758) establish sanitation and safety requirements for food services, as provided in **optional** item #8 below; see BP/AR 3550—Food Service/Child Nutrition Program and CSBA's fact sheet on **Food Safety Requirements**.

BP 3514(d)

8. ——— Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of foodborne illnesses

(cf. 3550 – Food Service/Child Nutrition Program)

Note: Health and Safety Code 116277, as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school to test for lead in the potable water system of the school and, if the school's lead level exceeds a defined level, the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal law and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277." For more information in regard to lead exposure and remediation, see the accompanying administrative regulation.

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, **water boards**, and other community organizations.

(cf. 1020 - Youth Services)

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmentally **safe and healthy** at the schools.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

(cf. 5141.6 - School Health Services)

Legal Reference: (see next page)

BP 3514(e)

ENVIRONMENTAL SAFETY (continued)

Legal Reference:

EDUCATION CODE

17002 Definition of "good repair"

17070.75 Facilities inspection

17582 Deferred maintenance fund

17590 Asbestos abatement fund

17608-~~17613~~-**17614** Healthy Schools Act of 2000, least toxic pest management practices

32080-32081 Carbon monoxide devices

32240-32245 Lead-Safe Schools Protection Act

48980.3 Notification of pesticides

49410-49410.7 Asbestos materials containment or removal

FOOD AND AGRICULTURAL CODE

11401-12408 Pest control operations and agricultural chemicals

13180-13188 Healthy Schools Act of 2000, least toxic pest management practices

GOVERNMENT CODE

3543.2 Scope of representation; right to negotiate safety conditions

HEALTH AND SAFETY CODE

105400-105430 Indoor environmental quality

113700-114437 California Retail Food Code, sanitation and safety requirements

116277 Lead testing of potable water at schools and requirements to remedy

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 8

337-339 Hazardous substances list

340-340.2 Occupational safety and health, rights of employees

1528-~~1533~~-**1537** Construction safety orders; exposure to hazards

5139-5223 Control of hazardous substances

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

2480 Vehicle idling

CODE OF REGULATIONS, TITLE 17

35001-36100 Lead abatement services

CODE OF REGULATIONS, TITLE 22

64670-64679 Lead and copper in drinking water

CODE OF REGULATIONS, TITLE 24

915.1-915.7 California Building Standards Code; carbon monoxide devices

UNITED STATES CODE, TITLE 7

136-136y Use of pesticides

UNITED STATES CODE, TITLE 15

2601-2629 Control of toxic substances

2641-2656 Asbestos Hazard Emergency Response Act

UNITED STATES CODE, TITLE 42

1758 Food safety and inspections

CODE OF FEDERAL REGULATIONS, TITLE 40

141.1-141.723 Drinking water standards

745.61-745.339 Lead-based paint standards

763.80-763.99 Asbestos-containing materials in schools

763.120-763.123 Asbestos worker protections

Management Resources: (see next page)

BP 3514(f)

ENVIRONMENTAL SAFETY (continued)

Management Resources:

CSBA PUBLICATIONS

Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments, Policy Brief, July 2008

Asthma Management in the Schools, Policy Brief, March 2008

Food Safety Requirements, Fact Sheet, October 2007

Sun Safety in Schools, Policy Brief, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Site Selection and Approval Guide, 2000

Indoor Air Quality, A Guide for Educators, 1995

CALIFORNIA DEPARTMENT OF HEALTH SERVICES PUBLICATIONS

Report to the Legislature: Lead Hazards in California's Public Elementary Schools and Child Care Facilities, April 1998

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY: AIR RESOURCES BOARD PUBLICATIONS

Facts about Truck and Bus Regulation School Bus Provisions, rev. March 22, 2011

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Frequently Asked Questions about Lead Testing of Drinking Water in California Schools; Updated for Assembly Bill 746/Health and Safety Code 116277, December 15, 2017

DIVISION OF THE STATE ARCHITECT PUBLICATIONS

K-12 Occupancy Classification and Load Factors, IR A-26, rev. April 18, 2012

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon, 2016

Healthy School Environments Assessment Tool, rev. 2015

Indoor Air Quality Tools for Schools, rev. 2007-2009

Healthy School Environments Assessment Tool, 2007

Mold Remediation in Schools and Commercial Buildings, September 2008

The ABCs of Asbestos in Schools, rev. August 2003

Mold Remediation in Schools and Commercial Buildings, March 2001

How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide, 1996

WEB SITES

CSBA: <http://www.csba.org>

AirNow: <http://www.airnow.gov>

American Association of School Administrators: <http://www.aasa.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Building Standards: <http://www.bsc.ca.gov/codes.aspx>

California Department of Education, Health and Safety: <http://www.cde.ca.gov/ls/fa/hs>

California Department of Pesticide Regulation: <http://www.cdpr.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

California State Water Resources Control Board: <https://www.waterboards.ca.gov>

~~California Indoor Air Quality Program: <http://www.cal-iaq.org>~~

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Consumer Product Safety Commission: <http://www.cpsc.gov>

National Center for Environmental Health: <http://www.cdc.gov/nceh>

Occupational Safety and Health Administration: <http://www.osha.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3514(a)

ENVIRONMENTAL SAFETY

Note: The following **optional** administrative regulation may be revised to reflect district practice.

The following paragraph may be revised to reflect the job position(s) designated to coordinate the district's environmental safety programs.

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
~~*(cf. 5030 - Student Wellness)*~~
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

Note: The following **optional** section ~~addresses strategies for maintaining healthy indoor air quality and~~ may be revised to reflect district practice. For further information, see the U.S. Environmental Protection Agency's (EPA) Indoor Air Quality Tools for Schools and CSBA's policy briefs on Indoor Air Quality: Governing Board Actions for Creating Healthy School Environments and Asthma Management in the Schools.

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

AR 3514(b)

ENVIRONMENTAL SAFETY (continued)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites. **(Education Code 17608-17614; Food and Agriculture Code 13182)**

(cf. 3514.2 - Integrated Pest Management)

Note: Pursuant to Education Code 32080-32081, as added by AB 56 (Ch. 475, Statutes of 2013), the California Building Code scheduled to be adopted in 2016 and effective January 1, 2017 must require carbon monoxide devices to be installed in school buildings constructed after that date which contain a fossil fuel burning furnace. School buildings built prior to that date are encouraged, but not required, to install carbon monoxide devices.

5. ~~In any new school construction, and in all existing schools when feasible, the~~ Superintendent or designee shall install a carbon monoxide detector **or alarm** in **all school buildings that contain a** ~~each school building that contains a fossil~~ fuel-burning **appliance, fireplace, or forced-air** furnace. The device **or alarm** shall be ~~placed~~ **located** in close proximity to the **furnace appliance** in order to accurately detect **and alert school personnel of** any leakage of carbon monoxide. **(24 CCR 915.1-915.7)**
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair **duties activities** that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.

AR 3514(c)

8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

~~*(cf. 6161.3 - Toxic Art Supplies)*~~

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

Note: The following optional section may be revised to reflect district practice. Forecasts of ozone levels and particle pollution are available through the federal AirNow web site and may be printed in local newspapers. The district may monitor ultraviolet radiation levels through the EPA's UV Index web site; see BP 5141.7 - Sun Safety and CSBA's policy brief on Sun Safety in Schools .

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, **and/or** ultraviolet radiation levels, **and/or temperature and humidity**.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

AR 3514(d)

Vehicle Emissions

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions; see AR 3542 - School Bus Drivers for additional language reflecting these requirements.

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. **The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.**

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Note: Pursuant to 13 CCR 2025, any district that owns, operates, leases, or rents a diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds that was manufactured on or after April 1, 1977 is required to **have installed** a particulate filter in the bus that reduces diesel particulate matter emissions by 85 percent. **The district must ensure that 100 percent of its fleet complies with this requirement by January 1, 2014.** ~~An exception exists for any school bus that operates fewer than 1,000 miles per year. In the event that the filter cannot be installed (i.e., if doing so would void the engine warranty, if no appropriate filter is commercially available, or if the manufacturer or installer does not deem the filter to be technologically feasible for the school bus), the district may receive an extension until January 1, 2018 by providing specified information to the Air Resources Board each year.~~ Any school bus manufactured before April 1, 1977 **must should already** be retired.

Any diesel-fueled, **dual-fueled, or alternative diesel-fueled** school bus with a gross vehicle weight rating over 14,000 pounds ~~manufactured on or after April 1, 1977~~ shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

Note: The following **optional** section addresses the quality of tap water available in schools. See AR 3550 - Food Service/Child Nutrition Program for information about requirements to make fresh drinking water available during mealtimes.

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Whenever **levels of arsenic, bacteria, or other any** contaminants in the drinking water are determined to be a concern, the Superintendent or designee **shall take reasonable steps to**

AR 3514(e)

identify the source and mitigate the concern to ensure the availability of safe drinking water may recommend basic filtration or pipe flushing when feasible. Until drinking water is assured to be safe **As needed**, the Superintendent or designee ~~may explore~~ **shall provide** alternatives **sources of drinking water**, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day. **As needed**, he/she also may encourage appropriate governmental agencies to conduct regular testing of the water quality in district schools and to implement strategies to improve water quality in the community.

(cf. 3550 - Food Service/Child Nutrition Program)

Drinking fountains in district schools shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Note: State and federal law require public water systems, including any schools and child care facilities that are nontransient noncommunity water systems as defined in 40 CFR 141.2, to regularly test water samples for lead. Pursuant to the standards established in 40 CFR 141.80 and 22 CCR 64678, the district may need to take action whenever notified by the public water system, or by its own testing, that lead concentrations exceed .015 milligrams per liter. **Health and Safety Code 116277, as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school constructed before January 1, 2010 to test for lead in the potable water system of the school. If the school's lead level exceeds 15 parts per billion (equivalent to .015 milligrams per liter), the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277."** Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal law and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91, and may revise the following paragraph to reflect applicable requirements.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, ~~in 40 CFR 141.80 and 22 CCR 64678, water outlets shall be flushed thoroughly each day before use or made inoperable until a plan for remediation can be implemented~~ **the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)**

Lead Exposure

Note: The following **optional** section reflects recommendations of the EPA. For further information, the district may contact its city or county lead poisoning prevention program.

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

AR 3514(f)

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

Note: 17 CCR 35001-36100 contain state standards for lead abatement services. In addition, 40 CFR 745.61-745.339 extend federal standards for renovations involving lead-based paint to child-occupied facilities, which include preschools and elementary schools.

3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with **high low** lead content may be covered with grass, other plantings, concrete, or asphalt. **For soil with high lead content, removal and abatement are required.**
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Mercury Exposure

Note: The following **optional** section may be revised to reflect district practice. Mercury may exist in schools in thermometers, barometers, switches, thermostats, flowmeters, lamps, and other sources. Although devices containing mercury are considered safe as long as the mercury is sealed, if a device is broken and mercury spills, the health of students and staff may be endangered.

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

AR 3514(g)

Note: The EPA's web site contains detailed procedures for cleaning up a small mercury spill, actions that should never be taken in the event of a spill, and items that should be assembled in a mercury spill kit.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

Note: **The following section is optional.** Education Code 49410-49410.7 and the federal Asbestos Hazard Emergency Response Act (AHERA) (15 USC 2641-2656; 40 CFR 763.80-763.99) contain requirements for asbestos inspection and abatement which are applicable to school districts. For further information, consult the local air quality management district or air pollution control district.

40 CFR 763.84 requires the district to designate a person who will be responsible for ensuring that federal and state requirements are properly implemented. According to the EPA, this designated person is not required to be a licensed asbestos consultant, but the district must verify that he/she has received proper training. The specific knowledge that the designated person must have is described in the EPA's publication [How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide](#). The following section may be revised to reflect the position designated to fulfill this responsibility, who may be the same person designated above to coordinate all of the district's environmental safety programs.

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; **asbestos management programs**; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

AR 3514(h)

ENVIRONMENTAL SAFETY (continued)

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, **763.93**)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)
5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal

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regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work, **preparation of a management plan**, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

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**CSBA Sample
Board Policy**

HAZARDOUS SUBSTANCES

Note: The following **optional** policy may be revised to reflect district practice.

The Governing Board desires to provide a safe school environment that protects students and employees from exposure to **any** potentially hazardous substances ~~that may be~~ used in the district's educational program and in the maintenance and operation of district facilities and equipment.

(cf. 3514 - Environmental Safety)

*(cf. 4119.42/4219.42/~~4219.42~~**4319.42** - Exposure Control Plan for Bloodborne Pathogens)*

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

~~*(cf. 6161.3 - Toxic Art Supplies)*~~

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

(cf. 3510 - Green School Operations)

(cf. 3514.2 - Integrated Pest Management)

Note: Pursuant to Education Code 49401.5, districts may request consultation services from the Department of Industrial Relations, Division of Occupational Safety and Health, to ensure that hazardous materials are being used and stored safely in schools. See the accompanying administrative regulation for legal requirements related to storage and disposal of hazardous substances.

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

~~Note: 8 CCR 5194 requires that employers develop and implement a written hazard communication program to inform and train employees who may be exposed to hazardous substances. See the accompanying administrative regulation for required program components. The following paragraph also requires communication with students and others as necessary and may be revised to reflect district practice.~~

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

(cf. 1240 - Volunteer Assistance)

Note: The following paragraph is for use by districts that offer science laboratory classes, at any grade level, that expose employees to hazardous substances. Pursuant to 8 CCR 5191, any employer that maintains a workplace where there is laboratory use of hazardous chemicals (i.e., where relatively small quantities of hazardous chemicals are used but not produced) is required to have a written chemical hygiene plan to protect employees. See the accompanying administrative regulation for required program components.

In addition, Education Code 49340-49341 encourage educational efforts to increase awareness of students and staff dealing with hazardous materials in school laboratories in order to minimize injuries, loss of property, and classroom disruptions. For further information about safe handling of potentially hazardous substances in science laboratory classes, see the California Department of Education's [Science Safety Handbook for California Public Schools](#).

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

(cf. 6142.93 - Science Instruction)

Note: The following paragraph may be revised to reflect the grade levels offered by the district. Education Code 32064 prohibits the use of arts and crafts materials containing toxic substances in grades K-6, and requires that any materials with toxic substances used in grades 7-12 meet specified labeling standards that inform users of the long-term health risks and provide instructions for safe use. For additional information and a list of materials prohibited in grades K-6, see the California Office of Environmental Health Hazard Assessment publication [Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use](#).

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference: (see next page)

BP 3514.1(c)

Legal Reference:

EDUCATION CODE

32060-32066 Toxic art supplies in schools

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances Act

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT PUBLICATIONS

Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://cde.ca.gov>

California Office of Environmental Health Hazard Assessment: <http://www.oehha.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

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CSBA Sample Board Policy

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Note: 5 CCR 560 mandates that the **Governing** Board adopt policy for use by district schools in formulating individual civil defense and disaster preparedness plans.

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

Note: Education Code 32282 requires that emergency **disaster** procedures, **including, but not limited to, earthquake emergency procedures**, be incorporated into the comprehensive school safety plan, ~~including earthquake emergency procedures (see AR 3516.3 - Earthquake Emergency Procedure System and See BP/AR 0450 - Comprehensive Safety Plan).~~ **See BP/AR 0450 - Comprehensive Safety Plan and AR 3516.3 - Earthquake Emergency Procedure System.** For districts with an average daily attendance (ADA) over 2,500, the comprehensive safety plan is a school-level plan developed by the school site council or school safety planning committee. Districts with an ADA of 2,500 or less may instead choose to develop a districtwide plan. The following paragraph may be revised to reflect district practice and the individuals or groups responsible for developing the disaster preparedness plan.

The Superintendent or designee shall develop and maintain a disaster preparedness plan which ~~details provisions for handling emergencies and disasters~~ **contains routine and emergency disaster procedures, including, but not limited to, earthquake emergency procedures, and adaptations for individuals with disabilities in accordance with the Americans with Disabilities Act.** ~~and which~~ **Such procedures** shall be ~~included in~~ **incorporated into** the ~~district's~~ comprehensive school safety plan. (Education Code 32282)

(cf. 0400 - Comprehensive Plans)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)

~~The Superintendent or designee shall also develop and maintain emergency plans for each school site.~~

Note: The **following optional paragraph reflects a recommendation from the U.S. Department of Education's** ~~has published~~ **Practical Information on Crisis Planning Guide for Developing High-Quality School Emergency Operations Plans**, which is available on its web site, **and may be revised to reflect district practice.** ~~to provide guidance for schools in developing crisis plans. This document recommends that districts work with city and county emergency planners to help integrate resources and that school staff participate in local emergency planning so that the district perspective is addressed by the local government. In addition, as part of the Pandemic Influenza Planning Checklist, the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that local public health administrators be involved in the district's planning process.~~

In developing the ~~district and school emergency~~ **disaster preparedness plans**, the Superintendent or designee shall ~~collaborate with~~ **involve district staff at all levels, including administrators, district police or security officers, facilities managers, transportation managers, food services personnel, school psychologists, counselors, school nurses, teachers, classified employees, and public information officers. As appropriate, he/she shall also collaborate with city and county emergency responders, including local public health administrators, law enforcement, fire safety officials, emergency medical services, health and mental health professionals, parents/guardians, and students.**

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3513.3 - District Police/Security Department)

Note: ~~Government Code 8607 and 19 CCR 2400-2450 created the Standardized Emergency Management System (SEMS). While SEMS must still be used to coordinate emergency operations, by 2006, pursuant to an Executive Order signed by the Governor, each local agency must integrate the National Incident Management System (NIMS) with the SEMS. Districts should work with their local emergency management agency to assist with this integration.~~ In order to be eligible for reimbursement of response-related personnel costs due to a Governor-proclaimed disaster, each district must follow the **Standardized Emergency Management System (SEMS)** guidelines (**Government Code 8607; 19 CCR 2400-2450**) to coordinate multiple-jurisdiction or multiple-agency operations. The guidelines urge districts to formally adopt policy language giving clear direction to staff to meet SEMS requirements. Districts may contact the California Governor's Office of Emergency Services (**Cal OES**) for more information.

In addition, public agencies must comply with the National Incident Management System (NIMS). See the Federal Emergency Management Agency's publication National Incident Management System. In accordance with the State of California Emergency Plan, Cal OES is the principal coordinator for NIMS implementation statewide and will annually communicate, monitor, and implement NIMS requirements in cooperation with state and local agencies.

~~The Superintendent or designee~~ **The plan shall use comply with** state-approved Standardized Emergency Management System (SEMS) guidelines **established for multiple-jurisdiction or multiple-agency operations and with the National Incident Management System.** and the National Incident Command System when updating ~~district and site level emergency and disaster preparedness plans~~

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

BP 3516(c)

Note: Pursuant to Education Code 32282, requires that emergency procedures be incorporated into the comprehensive school safety plan, including a procedure to allow the use of school facilities for mass care and welfare shelters during disasters or other emergencies **must be incorporated into the comprehensive school safety plan**. See AR 0450 - Comprehensive Safety Plan.

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

(cf. 1330 - Use of School Facilities)

Note: Pursuant to Government Code 3100, all public employees are declared to be disaster service workers. As such, in the event that a local or state emergency has been proclaimed or a federal disaster declaration has been made, district staff may be directed to perform jobs other than their usual duties for periods of time exceeding their normal working hours. In those cases, their workers' compensation insurance coverage becomes the responsibility of Cal OES, but their overtime is paid by the district. For further information, see the Cal OES publication **School Emergency Response: Using SEMS at Districts and Sites**.

Government Code 3100-3109 require all disaster service workers to take the oath or affirmation of allegiance to the U.S. Constitution contained in the California Constitution, Article 20, Section 3; see AR/E 4112.3/4212.3/4312.3 - Oath or Affirmation. Although Board members are required to take the same oath upon entering office (see BB 9224 - Oath or Affirmation), they are not considered disaster service workers according to the definition in Government Code 3101.

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

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4119.3/4219.3/4319.3 - Duties of Personnel)

Legal Reference: (see next page)

BP 3516(d)

Legal Reference:

EDUCATION CODE

32001 *Fire alarms and drills*

32040 *Duty to equip school with first aid kit*

32280-32289 *School safety plans*

32290 *Safety devices*

39834 *Operating overloaded bus*

46390-46392 *Emergency average daily attendance in case of disaster*

49505 *Natural disaster; meals for homeless students; reimbursement*

CIVIL CODE

1714.5 *Release from liability for disaster service workers and shelters*

GOVERNMENT CODE

3100-3109 *Public employees as disaster service workers; oath or affirmation*

8607 *Standardized emergency management system*

CALIFORNIA CONSTITUTION

Article 20, Section 3 *Oath or affirmation*

CODE OF REGULATIONS, TITLE 5

550 *Fire drills*

560 *Civil defense and disaster preparedness plans*

CODE OF REGULATIONS, TITLE 19

2400-2450 *Standardized emergency management system*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

Management Resources:

CSBA PUBLICATIONS

Avian Influenza, Governance and Policy Services Fact Sheet, April 2006

911! A Manual for Schools and the Media During a Campus Crisis, 2004

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Crisis Response Box, 2000

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

Active Shooter Awareness Guidance, February 2018

State of California Emergency Plan, 2017

School Emergency Response: Using SEMS at Districts and Sites, June 1998

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Pandemic Influenza Planning Checklist, 2006

CONTRA COSTA COUNTY OFFICE OF EDUCATION

Pandemic Flu School Action Kit, June 2006

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

National Incident Management System, 3rd ed., October 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guide for Developing High-Quality School Emergency Operations Plans, 2013

Practical Information on Crisis Planning: A Guide for Schools and Communities, May 2003

Management Resources continued: (see next page)

BP 3516(e)

Management Resources: (continued)

WEB SITES

CSBA: <http://www.csba.org>

American Red Cross: <http://www.redcross.org>

California Attorney General's Office: <https://oag.ca.gov>

California Department of Education, Crisis Preparedness: <http://www.cde.ca.gov/ls/ss/cp>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

~~Contra Costa County Office of Education, Pandemic influenza resources:~~

~~http://www.cccoe.k12.ca.us/about/flu/resources_flu_action_kit~~

Federal Emergency Management Agency: <http://www.fema.gov>

U.S. Department of Education, Emergency Planning:

<http://www2.ed.gov/admins/lead/safety/emergencyplan/crisisplanning.html>

U.S. Department of Homeland Security: <http://www.dhs.gov>

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CSBA Sample Administrative Regulation

EMERGENCIES AND DISASTER PREPAREDNESS PLAN

Components of the Plan

Note: The following administrative regulation should be modified to reflect district practice.

The Superintendent or designee shall ensure that district and/or school site plans address, at a minimum, the following types of emergencies and disasters:

1. Fire on or off school grounds which endangers students and staff

(cf. 3516.1 - Fire Drills and Fires)

2. Earthquake, flood, or other natural disasters

(cf. 3516.3 - Earthquake Emergency Procedure System)

3. Environmental hazards, such as leakages or spills of hazardous materials

(cf. 3514 - Environmental Safety)

(cf. 3514.2 - Integrated Pest Management)

4. Attack or disturbance, or threat of attack or disturbance, by an individual or group

~~*(cf. 3515 - Campus Security)*~~

~~*(cf. 3515.2 - Disruptions)*~~

~~*(cf. 3515.7 - Firearms on School Grounds)*~~

~~*(cf. 5131.4 - Student Disturbances)*~~

5. Bomb threat or actual detonation

(cf. 3516.2 - Bomb Threats)

6. Biological, radiological, chemical, and other activities, or heightened warning of such activities

~~Note: As part of its Pandemic Influenza Planning Checklist, the U.S. Department of Health and Human Services and the Centers for Disease Control and Prevention recommend that a district's emergency and disaster preparedness plan include procedures for dealing with medical emergencies, such as a pandemic flu outbreak.~~

7. Medical emergencies and quarantines, such as a pandemic influenza outbreak

(cf. 5141.22 - Infectious Diseases)

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

The Superintendent or designee shall ensure that the district's procedures include strategies and actions for prevention/mitigation, preparedness, response, and recovery, including, but not limited to, the following:

1. Regular inspection of school facilities and equipment, ~~and~~ identification of risks, ~~and~~ **implementation of strategies and measures to increase the safety and security of school facilities**

(cf. 3513.3 - District Police/Security Department)

(cf. 3515 - Campus Security)

(cf. 3517 - Facilities Inspection)

(cf. 3530 - Risk Management/Insurance)

2. Instruction ~~and practice~~ for **district staff and** students ~~and employees~~ regarding emergency plans, including:
 - a. Training of staff in first aid and cardiopulmonary resuscitation
 - b. Regular practice of emergency procedures by students and staff

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Specific determination of roles and responsibilities of staff during a disaster or other emergency, including determination of:
 - a. The appropriate chain of command at the district and, if communication between the district and site is not possible, at each site
 - b. Individuals responsible for specific duties
 - c. Designation of the principal for the overall control and supervision of activities at each school during ~~the an~~ emergency, including authorization to use his/her discretion in situations which do not permit execution of prearranged plans
 - d. Identification of at least one person at each site who holds a valid certificate in first aid and cardiopulmonary resuscitation
 - e. Assignment of responsibility for identification of injured persons and administration of first aid

4. Personal safety and security, including:

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

- a. Identification of areas of responsibility for **the** supervision of students
- b. Procedures for **the** evacuation of students and staff, including posting of evacuation routes
- c. Procedures for **the** release of students, including a procedure to release students when reference to the emergency card is not feasible

(cf. 5141 - Health Care and Emergencies)

(cf. 5142 - Safety)

Note: Although loading a school bus in excess of capacity is generally prohibited, Education Code 39834 allows the **Governing** Board to adopt a policy or rule permitting such overloading for the evacuation of students in case of an emergency, as provided in the following paragraph.

- d. Identification of transportation needs, including a plan which allows bus seating capacity limits to be exceeded when a disaster or hazard requires students to be moved immediately to ensure their safety

(cf. 3543 - Transportation Safety and Emergencies)

- e. Provision of a first aid kit to each classroom
- f. Arrangements for students and staff with special needs

(cf. 4032 - Reasonable Accommodation)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

- g. Upon notification that a pandemic situation exists, adjustment of attendance policies for students and sick leave policies for staff with known or suspected pandemic influenza or other infectious disease

(cf. 4161.1/4361.1 - Personal Illness/ Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 5113 - Absences and Excuses)

(cf. 6183 - Home and Hospital Instruction)

5. Closure of schools, including an analysis of:

- a. The impact on student learning and methods to ensure continuity of instruction
- b. How to provide for continuity of operations for essential central office functions, such as payroll and ongoing communication with students and parents/guardians

EMERGENCIES AND DISASTER PREPAREDNESS PLAN (continued)

(cf. 3516.5 - Emergency Schedules)

6. Communication among staff, parents/guardians, the Governing Board, other governmental agencies, and the media during an emergency, including:

a. Identification of spokesperson(s)

(cf. 1112 - Media Relations)

b. Development and testing of communication platforms, such as hotlines, telephone trees, **and** web sites, **social media, and electronic notifications**

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

c. Development of methods to ensure that communications are, to the extent practicable, in a language and format that is easy for parents/guardians to understand

d. Distribution of information about district and school site emergency procedures to staff, students, and parents/guardians

7. Cooperation with other state and local agencies, including:

a. Development of guidelines for law enforcement involvement and intervention

b. Collaboration with the local health department, including development of a tracking system to alert the local health department **to** **of** a substantial increase of student or staff absenteeism as indicative of a potential outbreak of an infectious disease

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

8. Steps to be taken after the disaster or emergency, including:

a. Inspection of school facilities

b. Provision of mental health services for students and staff, as needed

(cf. 6164.2 - Guidance/Counseling Services)

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3541(a)

TRANSPORTATION ROUTES AND SERVICES

Note: The following administrative regulation is for use by districts that choose to provide transportation services for students to and from school, either through their own transportation system, contracting out, or other methods, as authorized by Education Code 39800.

Routes and Bus Stops

The Superintendent or designee shall design transportation routes and stops **within district boundaries that** to promote **the student safety**, ~~of students and~~ maximum efficiency in the use of buses, **and decreased traffic in and around the schools.**

(cf. 3510 - Green School Operations)

(cf. 3514 - Environmental Safety)

(cf. 3540 - Transportation)

Note: 5 CCR 15241 establishes minimum transportation distances for determining district reimbursement for transportation expenses. These distances are measured from the point the student boards the bus at the regular stop to the school by the shortest traveled road.

The numbers listed below reflect reimbursement minimums pursuant to 5 CCR 15241. Districts should revise the following **section list** to reflect appropriate grades and applicable distances.

Students shall be eligible for transportation service to and from school if the distance between their school-established bus stop and the school is beyond the minimum listed below:

1. For elementary school students:

Grades K-3: three-fourths mile

Grades 4-8: one mile

2. For students attending a three-year junior high school:

Grades 7-9: one mile

3. For students attending a four-year high school:

Grades 9-12: two miles

The Superintendent or designee may authorize transportation **within the walking distance below these limits** when safety problems or hazards exist.

(cf. 5142.2 - Safe Routes to School)

TRANSPORTATION ROUTES AND SERVICES (continued)

~~Students who attend a school outside their attendance area may be eligible for transportation services in accordance with Board policy.~~

~~(cf. 5116.1 - Intradistrict Open Enrollment)~~

~~(cf. 5117 - Interdistrict attendance)~~

Note: The following **optional** paragraph should be modified to reflect district practice.

The Superintendent or designee shall communicate in writing to parents/guardians regarding bus routes, schedules, and stops, ~~and/or shall~~ **He/she may also** arrange for local media to publish such information.

(cf. 1112 - Media Relations)

Transportation Services

Note: Items #1-10 below should be revised to reflect services provided or contracted for by the district.

With the Governing Board's authorization, transportation services may be provided or arranged by the district for:

1. Students traveling to and from school during the regular school day (Education Code 39800)
2. Field trips and excursions (Education Code 35330)

(cf. 3541.1 - Transportation for School-Related Trips)

3. School activities, expositions or fairs, or other activities determined to be for the benefit of students (Education Code 39860)

Note: Education Code 39837.5, as amended by AB 1453 (Ch. 173, Statutes of 2017), authorizes districts to provide for the transportation of adult volunteers to and from educational activities.

4. District employees, ~~and~~ parents/guardians, **and adult volunteers** traveling to and from educational activities authorized by the district (Education Code 39837.5)

TRANSPORTATION ROUTES AND SERVICES (continued)

Students who attend a school outside of their **school** attendance area or district boundaries may be eligible for transportation services in accordance with ~~Board~~ **district** policy.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

The district shall provide home-to-school transportation and additional transportation services as needed for students with disabilities as specified in their individualized education programs **or Section 504 plan**. (Education Code 41850; 20 USC 1400-1482; 34 CFR 104.4, **300.17, 300.34**)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education under Section 504)

TRANSPORTATION ROUTES AND SERVICES (continued)

Note: The McKinney-Vento Homeless Assistance Act (42 USC 11432) mandates that the district adopt policies and practices to ensure that transportation is provided to homeless **children students** who have moved, but have decided to continue to attend their school of origin. See BP/AR 6173 - Education for Homeless Children for language implementing this mandate.

The Superintendent or designee shall provide transportation to homeless **children students** in accordance with law, Board policy, and administrative regulation. **When the student resides outside of district boundaries, the Superintendent or designee shall consult with the superintendent of the district of residence to apportion the responsibility and costs of transportation. (42 USC 11432)**

(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall collaborate with the local child welfare agency to determine the provision, arrangement, and funding of transportation to enable foster youth to attend their school of origin when it is in the student's best interest to do so. (20 USC 6312)

(cf. 6173.1 - Education for Foster Youth)

Legal Reference: (see next page)

TRANSPORTATION ROUTES AND SERVICES (continued)*Legal Reference:*EDUCATION CODE10900.5 *Use of school buses for community recreation*35330 *Excursions and field trips*35350 *Authority to transport pupils*39800-39809.5 *Transportation, general provisions, especially:*39800 *Powers of governing board to provide transportation to and from school*39801.5 *Transportation for adults*39808 *Transportation for private school students*39830-~~39842~~ **39843** *School buses, especially:*39835 *Use of school buses for community recreation*39837 *Transportation to summer employment program*39837.5 *Transportation of employees, ~~and~~ parents/guardians, **and adult volunteers** to school activities*39860 *Transportation to school activities*41850-41856 *Allowances for transportation*41860-41863 *Supplementary allowances for transportation***48853.5** *Educational placement of students residing in licensed children's institutions*CODE OF REGULATIONS, TITLE 515240-15244 *Allowances for student transportation, **definitions***UNITED STATES CODE, TITLE 201400-1482 *Individuals with Disabilities Education Act***6312** *Transportation to maintain children in foster care in school of origin*UNITED STATES CODE, TITLE 4211432 *McKinney-Vento Homeless Assistance Act*CODE OF FEDERAL REGULATIONS, TITLE 34104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504***300.17** *Free appropriate public education***300.34** *Special education related services**Management Resources:***CSBA PUBLICATIONS*****Special Education Pupil Transportation: Considerations in the Era of LCFF, Governance Brief, April 2014***WEB SITES

California Department of Education, Office of School Transportation:

~~<http://www.cde.ca.gov/bus/index.html>~~ <https://www.cde.ca.gov/ls/tu/or/assignment.asp>Pupil Transportation Safety Institute: <http://www.ptsi.org>

(10/97 3/04) 5/18

CSBA Sample Board Policy

All Personnel

BP 4158(a)

4258

EMPLOYEE SECURITY

4358

Note: Pursuant to Government Code 3543.2, safety conditions in employment are a mandatory subject of collective bargaining. The following Board policy and accompanying administrative regulation are **optional** and may be revised to reflect district practice.

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

Note: Code of Civil Procedure 527.8 allows **an employer, the district** to seek a temporary restraining order and injunction on behalf of an employee against any other individual who has subjected the employee to unlawful violence or a credible threat of violence in the workplace. **Penal Code 601 makes it illegal for someone who has made such a threat to enter the threatened person's workplace within 30 days of the threat, seeking to locate that person without lawful purpose and in order to carry out the threat.** In *City of San Jose v. William Garbett*, a California Court of Appeal held that a court's issuance of a temporary restraining order and injunction against a person who had verbally threatened a city official was not a violation of that person's right to free speech and right of access to a public place.

~~In addition, Education Code 48905 provides that an employee who is injured or whose property is damaged by willful misconduct of a district student may request that the district pursue legal action against the student or his/her parent/guardian.~~

Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. **As appropriate,** ~~the~~ Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.

Note: Education Code 48905 provides that an employee who is injured or whose property is damaged by willful misconduct of a district student **under the conditions described below** may request that the district pursue legal action against the student, or his/her parent/guardian **pursuant to Education Code 48904. Education Code 48904 provides that a parent/guardian will be liable for damages caused by his/her minor child's willful misconduct resulting in injury to a district student, employee, or volunteer or damage to district or employee property. Also see BP 3515.4 - Recovery for Property Loss or Damage and AR 5125.2 - Withholding Grades, Diploma or Transcripts. The district should consult legal counsel when considering whether to pursue legal action.**

~~In addition, the Superintendent or designee may initiate legal proceedings against any~~

EMPLOYEE SECURITY (continued)

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

(cf. 3320 - Claims and Actions Against the District)
(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees ~~are trained~~ receive training in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee also shall ensure that employees are informed inform teachers, in accordance with law, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

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

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Note: The following section is optional and may be revised to reflect district practice. Penal Code 42403.7 22810 authorizes adults, with certain exceptions, to carry an approved tear gas weapon such as pepper spray for purposes of self-defense an approved tear gas weapon in which the active ingredient is oleoresin capsicum, a peppery type substance which causes physical discomfort when discharged on a sensitive part of the body. Penal Code 626.9 and 626.10, which prohibit the possession of weapons on school grounds, do not prohibit the possession of pepper spray on school grounds. Thus, the Governing Board may determine whether to allow (Option 1) or disallow with certain exceptions (Option 2) the possession of pepper spray

EMPLOYEE SECURITY (continued)

on school property or at school activities. **See the accompanying administrative regulation for related procedures.** Districts that prohibit employees from possessing pepper spray on school property or at school activities without exception should delete this section.

OPTION 1: Employees may possess pepper spray that meets the requirements of Penal Code 12403.7 on school property and at school activities for their own safety. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

OPTION 2: Employees may **shall** not carry or possess pepper spray on school property or at school activities, **except when authorized by.** On a case-by-case basis, however, the Superintendent or designee **for self-defense purposes.** may allow an employee to possess pepper spray that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances. **When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810.** Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Reporting of Injurious Objects

Note: The following **optional** section specifies actions to be taken in the event an employee becomes aware **that of** any person **who** is in possession of an injurious object, and is consistent with the actions described in AR 5131.7 - Weapons and Dangerous Instruments related to student possession.

Pursuant to Education Code 49334, a school employee who notifies law enforcement regarding a student or adult who is in possession of an injurious object while on school grounds or under the **authority jurisdiction** of school personnel **is immune from civil liability or discipline by the district cannot be subject to any civil or administrative proceeding, including disciplinary action, for such action.**

The Board requires employees to take immediate action upon being made aware that any person is in possession of **a weapon or an** unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential danger involved and, **based upon this analysis,** shall do one of the following:

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

EMPLOYEE SECURITY (continued)

(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

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

Legal Reference: (see next page)

EMPLOYEE SECURITY (continued)

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion

49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240-246.3 Assault and battery, **including especially:**

241.3 Assault against school bus drivers

241.6 Assault on school employee **including** board member

243.3 Battery against school bus drivers

243.6 Battery against school employee **including** board member

245.5 Assault with deadly weapon; **against** school employee **including** board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626-626.11 School crimes

646.9 Stalking

12403.7 Weapons approved for self defense

22810 Purchase, possession, and use of tear gas

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/ls/ss>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

All Personnel

AR 4158(a)

4258

EMPLOYEE SECURITY

4358

An employee may use reasonable and necessary force for **his/her** self-defense or defense of another person, ~~or protection of property;~~ to quell a disturbance threatening physical injury to others **or damage to property;** or to obtain possession of weapons or other dangerous objects within the control of a student. (Education Code 44807, 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

Note: Pursuant to Education Code 44014, **it is the duty of an employee and his/her immediate supervisor to report to law enforcement any attack, assault, or physical threat made against the employee by a student. Failure to report such an attack, assault, or physical threat an employee or principal/supervisor's failure to report to law enforcement an assault, attack, or physical threat by a student is an infraction punishable by a fine of not more than \$1,000.** It is also an infraction for **any person, including a Governing Board members or employee** to prevent the filing of the report or to impose any sanction against an employee for so doing.

Although the law only requires **employees to report attacks, assaults, or threats made by students, the following paragraph requires employees to report any attack, assault, or threat made against them by any other individual on school grounds.**

~~Employees~~**An employee** shall promptly report to the principal or other immediate supervisor any attack, assault, or physical threat made against ~~them~~ **him/her** by a student, **or by any other individual in relation to the employee's performance of his/her duties, and any action the employee took in response. When appropriate, the employee and the principal or other immediate supervisor shall report the incident to law enforcement.**

~~Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Education Code 44014)~~

~~In addition, employees shall promptly report to the principal or supervisor, and may report to law enforcement, any attack, assault, or threat made against them on school grounds by any other individual.~~

(cf. 3515.2 - Disruptions)

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee.

(cf. 3320 - Claims and Actions Against the District)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 3530 - Risk Management/Insurance)

EMPLOYEE SECURITY (continued)

Notice Regarding Student Offenses Committed While Under School Jurisdiction

Note: Education Code 49079 requires the district to inform teachers of students who have committed specified acts that constitute grounds for suspension or expulsion. School district officers or employees who knowingly fail to provide this information are guilty of a misdemeanor punishable by a fine and/or imprisonment.

The Superintendent or designee shall inform the teacher(s) of each student who, **during the previous three school years**, has engaged in, or is reasonably suspected of **to have engaged in**, any act, **except** the possession or use of tobacco products, **during the previous three school years which could that would** constitute a grounds for suspension or expulsion **as specified in AR 5144.1 - Suspension and Expulsion/Due Process**, ~~under Education Code 48900, with the exception of the possession or use of tobacco products, or Education Code 48900.2, 48900.3, 48900.4, or 48900.7~~. This information shall be based upon district records maintained in the ordinary course of business or records received from a law enforcement agency. (Education Code 49079)

(cf. 5125 - Student Records)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below; see AR 5125 - Student Records. Once the record is received, the Superintendent or designee must inform the student's teacher(s) of the acts as specified below.

Upon receiving a transfer student's record regarding acts committed by the student that resulted in his/her suspension or expulsion, the Superintendent or designee shall inform the student's teacher(s) that the student was suspended **from school** or expelled from his/her former district and of the act that resulted in the suspension or expulsion. (Education Code 48201)

Information received by teacher(s) shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher. (Education Code 49079)

Notice Regarding Student Offenses Committed While Outside School Jurisdiction

Note: The following **optional** paragraph is for use by districts maintaining a district police or security department. Welfare and Institutions Code 828 specifies that information gathered by a law enforcement agency relating to a minor taken into custody may be disclosed to a school district police or security department. The following paragraph addresses ~~what~~ the **authority of the** district police department **to utilize may do with** such information as it pertains to certain offenses committed by students.

EMPLOYEE SECURITY (continued)

When a minor student has been found by a court of competent jurisdiction to have illegally used, sold, or possessed a controlled substance or committed specified crimes involving serious acts of violence, the district police or security department may provide written notification to the Superintendent. (Welfare and Institutions Code 828.1)

(cf. 3515.3 - District Police/Security Department)

When informed by the court that a minor student has been found by a court to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Penal Code 290, assault or battery, larceny, vandalism, or graffiti, the Superintendent or designee shall so inform the school principal. (Welfare and Institutions Code 827)

The principal shall disseminate this information to any counselor who directly supervises or reports on the student's behavior or progress. The principal **shall** also **may** inform any teacher or administrator **directly supervising or reporting on the student's behavior or progress whom** he/she thinks may need the information so as to work with the student appropriately, avoid being needlessly vulnerable, or protect others from vulnerability. (Welfare and Institutions Code 827)

Any court-initiated information that a teacher, counselor, or administrator receives shall be kept confidential and used only to rehabilitate the student and protect other students and staff. The information shall be further disseminated only when communication with the student, parent/guardian, law enforcement staff, and probation officer is necessary to rehabilitate the student or to protect students and staff. (Welfare and Institutions Code 827)

When a student is removed from school as a result of his/her offense, the Superintendent shall hold the court's information in a separate confidential file until the student is returned to the district. If the student is returned to a different district, the Superintendent shall transmit the information provided by the student's parole or probation officer to the superintendent of the new district of attendance. (Welfare and Institutions Code 827)

Any confidential file of court-initiated information shall be kept until the student becomes 18, graduates from high school, or is released from juvenile court jurisdiction, whichever occurs first, and shall then be destroyed. (Welfare and Institutions Code 827)

Procedures to Maintain Confidentiality of Student Offenses

Note: The following **optional** section describes procedures for maintaining confidentiality of student records and documenting the district's good faith effort to notify counselors or teachers about student offenses. Intentional violation of the confidentiality provisions of Welfare and Institutions Code 827 is a misdemeanor punishable by a fine. This section may be modified to reflect district practice.

EMPLOYEE SECURITY (continued)

In order to maintain confidentiality when providing information about student offenses to counselors and teachers of classes/programs to which a student is assigned, the principal or designee shall send the staff member a written notification that one of his/her students has committed an offense that requires his/her review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the principal or designee. ~~The staff member He/she shall also initial the student's file when reviewing it in the school office. Once the district has made a good faith effort to comply with the notification requirement of Education Code 49079 and Welfare and Institutions Code 827, an employee's failure to review the file constitutes district compliance with the requirement to provide notice to the teacher.~~

Use of Pepper Spray

Note: The following **optional** section **may be revised to reflect district practice.** ~~is for use by districts that allow all or individual any employees to carry pepper spray on school property or at school activities; see the accompanying Board policy. Districts that prohibit all employees from possessing pepper spray on school property or at school activities should delete this section.~~

The Superintendent or designee shall notify employees of the district's policy prohibiting the possession of pepper spray on school property or at school-related activities without prior approval of the Superintendent or designee. ~~Employees wishing to carry pepper spray on school property or to a school-related activity shall submit to the Superintendent or designee a written request setting forth the need for the pepper spray. Should~~ **The Superintendent or designee shall notify the employee in writing as to whether the request was approved or denied.** ~~determines that the employee may not carry pepper spray, the employee shall receive a written statement of the reason for this determination.~~

~~Employees who possess pepper spray on school property shall be notified.~~ **When approving an employee's request, the Superintendent or designee shall inform the employee** of the following conditions:

1. The pepper spray shall be used only in self-defense.
2. An employee who uses pepper spray other than in self-defense shall be subject to disciplinary action by the district and, in accordance with law, a fine and/or imprisonment.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

EMPLOYEE SECURITY (continued)

3. ~~Employees shall ensure that~~ The pepper spray is **must be** stored in a secure place and not **be** accessible to students or other individuals. ~~An employee who is negligent in the~~ **Negligent** storage of **the** pepper spray may **be** subject **the employee** to disciplinary action.

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CSBA Sample Board Policy

Students

BP 5111(a)

ADMISSION

Note: Pursuant to Education Code 48200, all children ages 6-18 years are subject to compulsory full-time education, unless specifically exempted. See BP/AR 5112.1 - Exemptions from Attendance for further information about such exemptions.

Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to a model policy developed by the California Attorney General, which prohibits the solicitation or collection of information regarding the immigration or citizenship status of students and their families, unless otherwise required by law. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. These requirements are addressed in the following policy and BP/AR 5111.1 - District Residency.

In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented. For further discussion of these issues, see CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status. CSBA's legal guidance also includes a sample board resolution that may be used to inform students, parents/guardians, and the community of students' rights under current law to attend a district school regardless of their citizenship or immigration status.

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Note: The following **optional** paragraph may be revised to reflect district practice. Education Code 48354 requires the district to give priority for enrollment to students residing in the district, including students applying for intradistrict open enrollment, over students transferring from a school identified under the Open Enrollment Act (Education Code 48350-48361). Thus, ~~†~~The district should align the application windows for various attendance options in a manner that will allow the district to meet legal requirements pertaining to admissions priorities. See BP/AR 5116.1 - Intradistrict Open Enrollment, **AR 5117 - Interdistrict Attendance**, and BP/AR 5118 - Open Enrollment Act Transfers for application windows applicable to those options.

~~When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not~~

ADMISSION (continued)

reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with **The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.**

- (cf. 1112 - Media Relations)*
- (cf. 1113 - District and School Web Sites)*
- (cf. 1114 - District-Sponsored Social Media)*
- (cf. 5116.1 - Intradistrict Open Enrollment)*
- (cf. 5117 - Interdistrict Attendance)*
- (cf. 5118 - Open Enrollment Act Transfers)*

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Note: Education Code 49452.9, as amended by AB 2308 (Ch. 570, Statutes of 2016), extends beyond the 2017-18 school year the requirement **requires** that district enrollment forms include an informational item about affordable health care options and available enrollment assistance. Pursuant to Education Code 49452.9, the district could accomplish this by developing **an its own** informational item or **amending its existing forms, or by using a template or attaching a fact sheet to be using a flier** developed by the California Department of Education.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Verification of Admission Eligibility

Note: Admission requirements include age criteria for grades K-1; see the accompanying administrative regulation. Other admission requirements are addressed in AR 5111.1 - District Residency, BP/AR 5141.31 - Immunizations, and AR 5141.32 - Health Screening for School Entry.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

- (cf. 5111.1 - District Residency)*
- (cf. 5125 - Student Records)*
- (cf. 5141.3 - Health Examinations)*
- (cf. 5141.31 - Immunizations)*
- (cf. 5141.32 - Health Screening for School Entry)*

ADMISSION (continued)

Note: ~~In *Plyler v. Doe*, the U.S. Supreme Court ruled that, under the Fourteenth Amendment of the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, *Information on the Rights of All Children to Enroll in School*, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.~~

~~Undocumented children in California not only have a right to attend school, but are mandated to do so under state compulsory education laws (Education Code 48200). Furthermore, every student has a right to attend school free from discrimination, harassment, violence, intimidation, and bullying; see BP 0410 - Nondiscrimination in District Programs and Activities and BP/AR 5145.3 - Nondiscrimination/Harassment.~~

Although districts may require proof of residency within the district (e.g., utility or phone bill, property tax payment receipt, rental property lease agreement, etc.), they ~~should not request~~ **are prohibited, pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), from inquiring into the citizenship or immigration status of students and their families. Consequently, consistent with the Attorney General's model policy, districts may not request a student's or parent/guardian's green card, visas, passports, voter registration, or other documentation that would indicate citizenship status and could** discourage undocumented children from enrolling in school. ~~;~~ **Also** see BP/AR 5111.1 - District Residency.

In addition, pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program. Also see BP/AR 5125 - Student Records.

~~If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing such information to U.S. Immigration and Customs Enforcement, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.~~

The ~~Superintendent or designee~~ **district** shall not inquire into or request documentation of a student's **social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)** ~~;~~ and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

ADMISSION (continued)

Note: The following **optional** paragraph is for use by districts that request the social security number of a student or his/her parent/guardian for enrollment purposes. 5 USC 552a Note provides that a district may not deny enrollment to a student if he/she or his/her parent/guardian chooses not to provide a social security number. Thus, while CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status recommends against requesting social security numbers, a district that chooses to do so must inform the enrolling student or parent/guardian that the disclosure is voluntary.

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7. Information regarding national origin (e.g., place of birth, date of entry into the United States, and date the student first attended school in the United States) may be collected only when required to comply with state or federal reporting requirements for special programs, such as language instruction programs for English learners, but should not be collected during the admission process to avoid deterring initial school enrollment of immigrant students.

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

Note: The following paragraph is for use by districts that maintain grades K-1. In addition to the methods specified in Education Code 48002 for documenting a child's age for admittance to kindergarten or first grade, as listed in the accompanying administrative regulation, the Governing Board is authorized to prescribe alternative means for proof of a child's age. The following paragraph may be revised to reflect any such alternative means approved by the Board. The following paragraph also reflects the Attorney General's model policy, developed pursuant to Education Code 234.7, requiring that such alternative means be available to all persons regardless of immigration status, citizenship status, or national origin.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

Note: State and federal law require the immediate enrollment of homeless youth (Education Code 48850, 48852.7; 42 USC 11432), and foster youth (Education Code 48853.5), and former juvenile court school students (Education Code 48645.5) regardless of their ability to provide the school with records normally

ADMISSION (continued)

required for enrollment; see BP/AR 6173 - Education for Homeless Children, ~~and~~ AR 6173.1 - Education for Foster Youth, **and AR 6173.3 - Education for Juvenile Court School Students**. In addition, Education Code 49701 requires the district to facilitate the enrollment of children of military families and to ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements; see BP/AR 6173.2 - Education of Children of Military Families.

The Superintendent or designee shall **immediately enroll** ~~ensure that the enrollment of a homeless student, or foster child youth, student who has had contact with the juvenile justice system, or a child of a military family is not delayed because~~ **regardless of outstanding fees or fines owed to the child's student's last school, lack of clothing normally required by the school, such as school uniforms, or for his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)**

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: Education Code 48645.5 prohibits the district from denying enrollment to a child solely for reason of his/her contact with the juvenile justice system as specified in the following paragraph. Also see AR 6173.3 - Education for Juvenile Court School Students. Pursuant to Education Code 48647, districts are strongly encouraged to work together with other agencies, including, but not limited to, the county office of education and the county probation department, to facilitate smooth transition of children from the juvenile court schools into regular schools.

~~In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)~~

~~*(cf. 5119 - Students Expelled from Other Districts)*~~

Legal Reference: (see next page)

ADMISSION (continued)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48645.5 Enrollment of former juvenile court school students

48850-48859 Educational placement of homeless and foster youth

~~48645.5 Enrollment of former juvenile court school students~~

49076 Access to records by persons without written consent or under judicial order

49076.7 Student records; data privacy; social security numbers

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-~~49704~~ **49703** Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 5

552a Note Refusal to disclose social security number

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources: (see next page)

ADMISSION (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, **Health Care Coverage and Enrollment Assistance:**

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <https://www.justice.gov>

CSBA Sample Administrative Regulation

Students

AR 5111(a)

ADMISSION

Note: The following **optional** administrative regulation is for use by districts offering grades K-1.

Age of Admittance to Kindergarten and First Grade

Note: Pursuant to Education Code 48200, a parent/guardian's obligation to enroll his/her child in school begins with the child's eligibility to be enrolled in first grade once he/she has his/her sixth birthday, as specified in Education Code 48010. However, a district that offers kindergarten is obligated to enroll a child in kindergarten at the beginning of the school year in which the child will have his/her fifth birthday, if his/her birthday is on or before September 1, pursuant to Education Code 48000.

At the beginning of each school year, the Superintendent or designee shall enroll any **otherwise** eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Note: Pursuant to Education Code 48000, a district that offers kindergarten must, each year, offer transitional kindergarten (TK) to children who will have their fifth birthday between September 2 and December 2. See BP 6170.1 Transitional Kindergarten for details of the program.

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

Note: The following paragraph is **optional**. Education Code 48000 authorizes the district, at its discretion, to allow enrollment into kindergarten during the school year on a case-by-case basis, under the conditions described below. According to the "Transitional Kindergarten FAQs" issued by the California Department of Education (CDE), enrollment into TK during the school year is also permitted on a case-by-case basis and under the same conditions. CDE information on "Kindergarten in California," available on its web site, cautions that any district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The CDE also cautions that the district may risk being challenged by parents/guardians if it bases early admission on test results, maturity of the child, or preschool records. The district might consider establishing a process for parents/guardians to challenge denial of early entry.

On a case-by-case basis, a child who will turn five years old in a given school year may be enrolled in kindergarten or TK at any time during that school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

Note: Education Code 48000 requires the Governing Board to make a determination that the admittance is in the best interests of the child.

ADMISSION (continued)

1. The Governing Board determines that **the** admittance is in the best interests **s** of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Note: Education Code 48002 specifies that the method of proof of age, ~~when admitting children to grades K-12,~~ may include any appropriate means prescribed by the **Governing** Board. The following items reflect examples in Education Code 48002 and may be revised to reflect district practice.

Although Education Code 48002 includes a passport as a possible means for determining a child's age, the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), states that districts should not require documentation that may indicate a student's national origin or immigration status, such as a passport, to the exclusion of other permissible documentation. See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport
4. **When none of the above documents is obtainable, an affidavit of the parent/guardian**

ADMISSION (continued)

5. Other means prescribed by the Board

~~When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)~~

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CSBA Sample Board Policy

Students

BP 5111.1(a)

DISTRICT RESIDENCY

Note: Education Code 48200 requires the district to provide an education to any student who resides within the district's attendance area. Education Code 48204, ~~as amended by AB 224 (Ch. 554, Statutes of 2015)~~, specifies additional circumstances under which students will be deemed to meet the residency requirements for school attendance, including, but not limited to, ~~through~~ parent/guardian employment within district boundaries under certain conditions and interdistrict transfers; see the accompanying administrative regulation.

If the Governing Board elects to authorize investigations to verify students' residency, it is **mandated** to adopt policy with specified components pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~. See sections "Investigation of Residency" and "Appeal of Enrollment Denial" below.

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

Note: In Plyler v. Doe, the U.S. Supreme Court ruled that, under the Fourteenth Amendment to the U.S. Constitution, students cannot be denied a free public education on the basis of their citizenship or immigration status, including their status as undocumented children. As discussed in a Dear Colleague Letter and fact sheet, Information on the Rights of All Children to Enroll in School, jointly issued by the U.S. Department of Justice's Civil Rights Division and U.S. Department of Education's Office for Civil Rights, it may be a violation of federal law for districts to adopt a policy or procedure that prohibits or discourages children from enrolling in school because they or their parents/guardians are not United States citizens or are undocumented.

DISTRICT RESIDENCY (continued)

Consistent with this guidance, Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits districts from collecting information or documents regarding citizenship or immigration status of students or their family members. See the accompanying administrative regulation and guidance provided by the California Office of the Attorney General, Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, available on its web site. Thus, while the district may require proof that a student resides within the district (see accompanying administrative regulation for allowable evidence of residency), it should not request visas, passports, or other documentation that would discourage undocumented children from enrolling in school. Also see BP 5111 Admission and CSBA's Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status.

When establishing ~~a student's~~ **students'** residency for enrollment purposes, the Superintendent or designee shall not inquire into ~~a student's~~ **the** citizenship or immigration status **of students or their family members**.

(cf. 5145.13 - Response to Immigration Enforcement)

Note: When a district ~~chooses to grant residency status to students whose parent/guardian is employed~~ **authorizes residency status on the basis of the parent/guardian's employment** within district boundaries for at least 10 hours per school week (see section "Residency Based on Parent/Guardian Employment (Allen Bill Transfers)" in the accompanying administrative regulation), Education Code 48204 encourages the district to notify the parent/guardian in writing when admission is denied and to provide reasons for the denial. The following **optional** paragraph provides that written notice will be provided to parents/guardians whenever enrollment is denied on any basis related to residency and may be revised to reflect district practice.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

Note: The following section should be revised to reflect district practice. To conduct an investigation into the residency claim of a student as authorized by Education Code 48204.1, a district is **mandated**, pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~, to adopt a policy with specified components. The policy must (1) identify the circumstances under which the district may initiate an investigation, including, at a minimum, a requirement that the district is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency; (2) describe the investigatory methods that may be used, including whether the district may employ the services of a private investigator; (3) require staff to make reasonable efforts to determine whether the student resides in the district before hiring a private investigator (if allowed at all); (4) prohibit surreptitious photographing or video-recording of students who are being investigated; and (5) provide for an appeals process. The district should consult legal counsel if questions arise regarding the appropriateness of efforts to verify residency.

DISTRICT RESIDENCY (continued)

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

Note: If the district chooses to authorize investigations into the residency claim of a student as described in the section "Investigation of Residency" above, it is **mandated** pursuant to Education Code 48204.2, ~~as added by AB 1101 (Ch. 170, Statutes of 2015)~~, to adopt a policy which provides for an appeals process. The timelines specified in the following section may be revised to reflect district practice.

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

DISTRICT RESIDENCY (continued)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

Note: The district may select and/or revise either of the following options to indicate who will be responsible for making the final decision regarding the student's residency claim. Option 1 is for use by districts that assign a district employee other than the Superintendent to make the initial residency determination, and provides that the Superintendent will make the final decision following the appeals process. Option 2 is for use by districts in which the Superintendent is responsible for the initial residency determination, and provides that the decision may be appealed to the **Governing** Board.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Enrollment Not Requiring District Residency

Note: The following **optional** paragraph is for use by any district maintaining grades 9-12 that (1) has petitioned for certification from the U.S. Department of Homeland Security's Student and Exchange Visitor Program to enroll a nonimmigrant foreign student who is in the United States on an F-1 visa and/or (2) admits high school students from other countries through an international exchange program under the sponsorship of a government-approved agency. For further information about enrollment of nonresident foreign students, see AR 5111.2 - Nonresident Foreign Students, BP/AR 6145.6 - International Exchange, and CSBA's [Legal Guidance Regarding International Student Exchange Placement Organizations](#).

When approved by the Board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 5111.2 - Nonresident Foreign Students)

(cf. 6145.6 - International Exchange)

Note: The following **optional** paragraph is for use by any district adjacent to another state or foreign country from which students may commute to the district and should be revised to reflect district circumstances. Pursuant to Education Code 48050 and 48052, any district that admits such students must be reimbursed by the parents/guardians of the students or by the district of residence for the total cost of educating the student and may not include such students in computing average daily attendance for the purpose of obtaining apportionment of state funds.

DISTRICT RESIDENCY (continued)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code 52317)

(cf. 6178.2 - *Regional Occupational Center/Program*)

Legal Reference:

EDUCATION CODE

220 *Prohibition of discrimination*

234.7 *Student protections relating to immigration and citizenship status*

35160.5 *Intradistrict open enrollment*

35351 *Assignment of students to particular schools*

46600-46611 *Interdistrict attendance permits*

48050-48054 *Nonresidents*

48200-48208 *Compulsory education law, especially:*

48204 *Residency requirements*

48204.1-48204.2 **48204.4** *Evidence of residency*

48300-~~48316~~ **48317** *Student attendance alternatives, school district of choice program*

48350-48361 *Open Enrollment Act transfers*

48645.5 *Former juvenile court school students, enrollment*

48852.7 *Education of homeless students; immediate enrollment*

48853.5 *Education of foster youth; immediate enrollment*

48980 *Notifications at beginning of term*

52317 *Regional occupational program, admission of persons including nonresidents*

FAMILY CODE

6550-6552 *Caregivers*

GOVERNMENT CODE

6205-6210 *Confidentiality of residence for victims of domestic violence*

CODE OF REGULATIONS, TITLE 5

432 *Retention of student records*

UNITED STATES CODE, TITLE 8

1229c *Immigration and Nationality Act*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

***Plyler v. Doe*, 457 U.S. 202 (1982)**

Management Resources: (see next page)

DISTRICT RESIDENCY (continued)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

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Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <https://www.justice.gov>

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CSBA Sample Administrative Regulation

Students

AR 5111.1(a)

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

Note: State law provides a number of options under which a student may attend school in a district other than the district where he/she resides. For instance, a student attending a school identified as low achieving on the state's Open Enrollment List may transfer to a school in any other district in the state subject to certain conditions, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfer. If the district chooses to enter into an interdistrict attendance agreement pursuant to Education Code 46600-46611, a student may request a permit to attend school in a different district when both the district of residence and the district of proposed attendance have agreed to allow interdistrict attendance. If the Governing Board has declared the district to be a "school district of choice" pursuant to Education Code 48300-~~48316~~ 48317, the district may accept a specific number of interdistrict transfers into the district through a random, unbiased selection process. See BP/AR 5117 - Interdistrict Attendance for further information about these options. Pursuant to Education Code 48204, 48301, and 48356, students admitted under any of these options are deemed to have met district residency requirements. The district may revise item #3 as appropriate to reflect options provided by the district.

3. The student is admitted through an interdistrict attendance option, ~~such as an interdistrict attendance agreement, "school district of choice" transfer, or Open Enrollment Act transfer.~~ (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

DISTRICT RESIDENCY (continued)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)

Note: Pursuant to Education Code 48204.3, as added by SB 1455 (Ch. 312, Statutes of 2016), amended by SB 455 (Ch. 239, Statutes of 2017), a student will be deemed to meet district residency requirements if his/her parent/guardian is transferred or is pending transfer to a military installation (i.e., a base, camp, post, station, yard, center, homeport facility for any ship, or other activity under the jurisdiction of the Department of Defense or the U.S. Coast Guard) within district boundaries the state.

9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within district boundaries the state. (Education Code 48204.3)

(cf. 6173.2 - Education of Children of Military Families)

Note: Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), provides that a student complies with residency requirements if his/her parent/guardian was a resident of California and departed against his/her will, as defined. See the section "Proof of Residency" below for information about the documentation required to be submitted to the district under such circumstances. The district may not require any fee or charge for the enrollment of such students in a district school.

10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

Note: The following section is optional. Education Code 48204 permits, but does not require, districts to admit a student whose parent/guardian is employed within district boundaries for a minimum of 10 hours during the school week (so-called "Allen bill transfers"). If the district chooses to grant residency status to such students, it may nevertheless deny enrollment to students under the circumstances identified in items #1-3 below. AB 2537 (Ch. 106, Statutes of 2016) amended Education Code 48204 to indefinitely extend the district's authority to grant residency under these circumstances.

DISTRICT RESIDENCY (continued)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.
3. Other circumstances exist that are not arbitrary.

Note: The following paragraph is **optional**. In 84 Ops.Cal.Atty.Gen. 198 (2001), the Attorney General opined that overcrowding is not an "arbitrary consideration" within the meaning of Education Code 48204. Therefore, a district may deny an application when the district's school facilities are overcrowded at the relevant grade level. The Attorney General also clarified that, once a student is admitted, he/she must be allowed to continue to attend school in the district through the highest grade level offered by the district, even if the school subsequently becomes overcrowded at the relevant grade level. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

Note: Education Code 48204 prescribes limits on the number of net Allen bill transfers out of the district (the difference between the number of students entering and exiting the district) ~~that a district may allow~~ each fiscal year, unless waived by the sending district. The limits are based on the average daily attendance (ADA) of the district, as follows: five percent of ADA for districts with 500 or less ADA; three percent of ADA or 25 students, whichever is greater, for districts with an ADA of 501-2,500; and one percent of ADA or 75 students, whichever is greater, for districts with an ADA of 2,501 or more. The following paragraph may be modified to specify the percentage that applies to the district's ADA.

DISTRICT RESIDENCY (continued)

Even if the district has not authorized Allen bill transfers into the district, Education Code 48204 provides that the district may disallow transfers out of the district, within the specified limits, by students whose parent/guardian is employed within the boundaries of another district.

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits districts from collecting information or documents regarding the citizenship or immigration status of students or their family members. The California Office of the Attorney General, in its guidance Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, clarifies that, even though districts have discretion to accept proof of residency other than the forms listed in items #1-9 below, any alternative documents must be ones that are available to all persons regardless of citizenship or immigration status and that do not reveal information related to citizenship or immigration status. Thus, the district must not require visas, passports, green cards, voter registration, or other documentation that would discourage undocumented children from enrolling in school. Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraph consistent with the Attorney General's model policy. Also see BP 5111 - Admission.

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental property contract, lease, or payment receipt
3. Utility service contract, statement, or payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency

DISTRICT RESIDENCY (continued)

7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student

Note: Pursuant to Education Code 48204, a student shall be deemed a resident of the district if he/she lives with a caregiving adult within district boundaries; see item #5 in section "Criteria for Residency" above. Family Code 6552 provides an affidavit which authorizes a caregiver 18 years of age or older to enroll a minor in school and requires the caregiver's attestation that the student lives with the caregiver. If the student stops living with the caregiver, Family Code 6550 requires the caregiver to so notify the school.

9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

A parent/guardian seeking residency status on the basis of his/her employment within district boundaries shall submit proof of the employment which may include, but not be limited to, a paycheck stub or letter from his/her employer listing a physical address within district boundaries. Such evidence shall also indicate the number of hours or days per school week that the parent/guardian is employed at that location.

Note: ~~The following paragraph is for use by districts in which there is a military installation within district boundaries.~~ Pursuant to Education Code 48204.3, as ~~added by SB 1455 (Ch. 312, Statutes of 2016)~~ **amended by SB 455 (Ch. 239, Statutes of 2017)**, a parent/guardian who is seeking residency status based on his/her transfer or pending transfer to a military installation within ~~district boundaries~~ **the state** may provide any of the following types of proof of residence **within district boundaries**.

A parent/guardian who is transferred or pending transfer into a military installation within ~~district boundaries~~ **the state** shall provide proof of residence **in the district** within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

Note: Pursuant to Education Code 48204.4, as added by SB 257 (Ch. 498, Statutes of 2017), the following evidence must be provided to prove compliance with residency requirements when a student's parent/guardian departed the state against his/her will, as provided in item #10 of the section "Criteria for Residency" above.

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

DISTRICT RESIDENCY (continued)

Note: Federal and state law require the immediate enrollment of a homeless youth student (Education Code 48852.7; 42 USC 11432), foster youth (Education Code 48853.5), or a student who has had contact with the juvenile justice system (Education Code 48645.5), regardless of his/her ability to provide the school with records normally required for enrollment, including proof of residency. If a dispute arises over the enrollment of a homeless or foster youth, the student must be allowed to attend school while the district liaison conducts a dispute resolution process. See BP/AR/E 6173 - Education for Homeless Children and AR 6173.1 - Education for Foster Youth.

The California Department of Education's web site provides sample forms to obtain a declaration and affidavit from the parent/guardian or other qualified adult relative of a homeless child attesting that the family does not have a fixed, regular, adequate nighttime residence and indicating the current location where the family lives.

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

Note: Government Code 6205-6210 authorize the Secretary of State to provide victims of domestic violence, stalking, or sexual assault with a substitute address to use in place of their residence, work, or school address in all public records. Under this program, the Secretary of State receives any mail sent to the substitute address and forwards it to the program participant's confidential address. Pursuant to Government Code 6207, the district must accept and use the substitute address designated by the Secretary of State as a participant's substitute address for all communication and correspondence with program participants. The participant will present a laminated identification card containing his/her substitute address and a four-digit authorization number. The district may verify the enrollment of a student in the program by contacting the Safe at Home program.

Program participants have been advised by the Secretary of State to provide administrators with their actual residence location only for school emergency purposes and to establish residency within the district.

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

(cf. 3580 - District Records)

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Students

BP 5125(a)

STUDENT RECORDS

Note: Student records are governed by both federal and state law (Family Educational Rights and Privacy Act (FERPA) pursuant to ~~20 USC 1232g, 34 CFR 99.1-99.8,~~ Education Code 49069, ~~and 5 CCR 430-433,~~ 20 USC 1232g, and 34 CFR 99.1-99.8).

~~Note:~~ Pursuant to 5 CCR 431, districts are **mandated** to establish policies and procedures to implement state law and regulations regarding student records, including policies and procedures which enumerate and describe the student records collected and maintained by the district, ensure security of the records, and guarantee access to authorized persons within five days of a request. Education Code 49069 **mandates** procedures related to parental review of student records. See the accompanying administrative regulation for additional language implementing these mandates.

The privacy of ~~student~~ online information **of students in prekindergarten through grade 12** is addressed in Business and Professions Code 22580-22582-**22587**, as added by SB 568 (Ch. 336, Statutes of 2013), which prohibit an operator of a web site, online service or application, or mobile application from knowingly using, disclosing, **or compiling, or allowing a third party to use, disclose, or compile** the personal information of a minor for the purpose of marketing or advertising specified types of products or services; **allowing a third party to use, disclose, or compile such information; or** ~~In addition, effective January 1, 2016, Business and Professions Code 22584 22585, as added by SB 1177 (Ch. 839, Statutes of 2014), prohibit the operator of a web site, online service or application, or mobile application that provides services to K-12 students from selling or disclosing specified student information or knowingly using that such student information to engage in targeted advertising to students or parents/guardians or to amass a profile about a preK-12 student. Covered student information includes any personally identifiable information or materials created or provided by a student, parent/guardian, or district employee (e.g., name, contact information, educational record, discipline records, test results, health records, socioeconomic information). Pursuant to Business and Professions Code 22580 and 22584 and 22586, the an operator must delete a student's information data under the control of the school or district upon the request of the minor, school, or district.~~

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.~~ The Superintendent or designee shall establish administrative regulations governing the identification, **collection**, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records **and shall protect students and their families from invasion of privacy while maintaining the confidentiality of student records consistent with state and federal law.**

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

STUDENT RECORDS (continued)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy consistent with a model policy developed by the California Attorney General, which includes the following statement. See the Office of the Attorney General publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 49076.7, a district is prohibited from soliciting or collecting social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. One such exception is the collection of the last four digits of the social security number for the purpose of establishing eligibility for a federal benefit program.

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members, as provided below. If the district becomes aware of the citizenship or immigration status of any student, it is prohibited from disclosing that information to U.S. Immigration and Customs Enforcement, as such disclosure is not among the limited exceptions specified in law for which student records may be released without parental consent or a lawful judicial order.

Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraphs consistent with the model policy developed by the California Attorney General.

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or judicial subpoena. If a district employee receives such a

STUDENT RECORDS (continued)

request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

Note: The following paragraph reflects a requirement of Government Code 8310.3, as added by SB 31 (Ch. 826, Statutes of 2017).

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

Note: The following section is **optional**. Pursuant to Education Code 49073.6, **as added by AB 1442 (Ch. 799, Statutes of 2014)**, any district considering a program to gather information from students' social media activity, as defined, must first notify students and parents/guardians and provide an opportunity for public comment. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980. If such a program is then adopted, the district must comply with program requirements reflected in the section "Student Records from Social Media" in the accompanying administrative regulation.

The district should consult legal counsel before gathering any other online information that does not meet the definition of social media in Education Code 49073.6.

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

STUDENT RECORDS (continued)**Contract for Digital Storage, Management, and Retrieval of Student Records**

Note: Education Code 49073.1, as added by AB 1584 (Ch. 800, Statutes of 2014), authorizes districts to enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or for software designed for this purpose. A district that chooses to enter into such a contract is **mandated** to adopt policy allowing such contracts and must ensure that the contract includes all the provisions specified in Education Code 49073.1. Also see BP 3312 - Contracts.

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

*Legal Reference:*EDUCATION CODE**234.7 Student protections relating to immigration and citizenship status**

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586-22587 Early Learning Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

Legal Reference: (see next page)

STUDENT RECORDS (continued)

Legal Reference: (continued)

GOVERNMENT CODE

6252-6260 *Inspection of public records*

HEALTH AND SAFETY CODE

120440 *Immunizations; disclosure of information*

PENAL CODE

245 *Assault with deadly weapon*

WELFARE AND INSTITUTIONS CODE

681 *Truancy petitions*

701 *Juvenile court law*

16010 *Health and education records of a minor*

CODE OF REGULATIONS, TITLE 5

430-438 *Individual student records*

16020-16027 *Destruction of records of school districts*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

1232h *Protection of Pupil Rights Amendment*

UNITED STATES CODE, TITLE 26

152 *Definition of dependent child*

UNITED STATES CODE, TITLE 42

11434a *McKinney-Vento Homeless Assistance Act; definitions*

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 *Children's Online Privacy Protection Rule*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 *Family Educational Rights and Privacy*

300.501 *Opportunity to examine records for parents of student with disability*

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008
Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

Management Resources continued: (see next page)

STUDENT RECORDS (continued)

Management Resources: (continued)

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Students

AR 5125(a)

STUDENT RECORDS

Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Note: Guidance issued by the U.S. Department of Education (USDOE) and U.S. Department of Health and Human Services clarifies that a student's immunization and health record maintained by the district is a "student record" subject to the Family Educational Rights and Privacy Act (FERPA). Also see BP/AR 5141.6 - School Health Services.

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

1. Directory information

(*cf.* 5125.1 - Release of Directory Information)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

Note: USDOE guidance ([Balancing Student Privacy and School Safety](#)) clarifies that records created by the district's law enforcement unit, such as student images appearing on security videotapes, are not considered student records under FERPA as long as the records are created for a law enforcement purpose.

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(*cf.* 3515 - Campus Security)

(*cf.* 3515.3 - District Police/Security Department)

STUDENT RECORDS (continued)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student
5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family

Note: Pursuant to 34 CFR 99.3, the definition of "personally identifiable information" includes a personal identifier such as a student's social security number. Education Code 49076.7 prohibits districts from collecting or soliciting social security numbers, or the last four digits of social security numbers, from students or their parents/guardians unless otherwise required to do so by state or federal law. If a social security number is collected under such circumstances, it must be classified as personally identifiable information and is subject to the restrictions related to access or de-identification of records specified in 34 CFR 99.30-99.39 and this administrative regulation.

4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)

STUDENT RECORDS (continued)

5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

Note: Education Code 49063 requires districts to include the criteria for defining "legitimate educational interest" and "school officials and employees" in their annual notification; see section "Notification of Parents/Guardians" below.

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records.

School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Note: Pursuant to Education Code 49076, the district may allow any "contractor or consultant" with whom it has a formal written agreement to access information in student records without parent/guardian consent, when the contractor or consultant has a "legitimate educational interest" in that information. However, contrary to 34 CFR 99.31, Education Code 49076 prohibits release of student records to volunteers.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

STUDENT RECORDS (continued)

County placing agency means the county social service department or county probation department. (Education Code 49061)

Persons Granted Absolute Access

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)

Note: Pursuant to Education Code 56041.5, all the rights accorded to the parent/guardian of a student with disabilities, including the right to access student records, are transferred to the student when he/she reaches 18 years of age except when the student has been declared incompetent under state law.

3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

(*cf.* 6159 - Individualized Education Program)

Access for Limited Purpose/Legitimate Educational Interest

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

Note: Education Code 49076 and 34 CFR 99.31 require that access to relevant records be given to parents/guardians of a dependent child, defined by 26 USC 152 as one who lives with his/her parent/guardian for more than half the taxable year, has not provided more than half of his/her own support during that year, and has not filed a joint tax return with a spouse.

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)
3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been

STUDENT RECORDS (continued)

investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.12 - District School Attendance Review Board)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Note: 34 CFR 99.34 requires the district to make a reasonable attempt to notify the parent/guardian or adult student when the district discloses certain information as described in the following paragraph. However, if the district includes a statement in its annual parental notification that the district may forward education records under these circumstances, it is not obligated to individually notify parents/guardians or adult students. The following **optional** paragraph may be deleted by districts that include such a statement in their annual parental notification. See section below entitled "Notification of Parents/Guardians."

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

Note: Item #6 below is for use by districts that maintain high schools. Education Code 69432.9 provides that all students in grade 12 will be considered Cal Grant applicants and will have their grade point average (GPA) submitted to the Student Aid Commission, unless they opt out or are permitted under Commission rules to submit test scores in lieu of the GPA. ~~AB 1091 (Ch. 637, Statutes of 2015) amended~~ Education Code 69432.9 ~~to require~~ **requires** that the report be submitted on a standardized form provided by the Commission. Pursuant to Education Code 69432.92, ~~as added by AB 1091~~, the Commission may also require that districts submit verification of high school graduation or its equivalent for all students who graduated in the prior academic year, except for students who have opted out.

Education Code 49432.9 requires that parents/guardians be notified that their child's GPA will be forwarded unless they opt out within the time period specified in the notice. This notification could be included in the annual parental notification issued pursuant to Education Code 48980.

6. The Student Aid Commission, to provide the grade point average (GPA) of all district students in grade 12 and, when requested, verification of high school graduation or its of all students who graduated in the prior academic year, for use in the Cal Grant postsecondary financial aid program. However, such information shall not be

STUDENT RECORDS (continued)

submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

No later than October 15 each year, the Superintendent or designee shall notify each student in grade 12, and his/her parents/guardians if the student is under age 18 years, that the student's GPA will be forwarded to the Student Aid Commission unless he/she opts out within a period of time specified in the notice, which shall not be less than 30 days. (Education Code 69432.9)

Students' social security numbers shall not be included in the submitted information unless the Student Aid Commission deems it necessary to complete the financial aid application and the Superintendent or designee obtains permission from the student's parent/guardian, or from the adult student, to submit the social security number. (Education Code 69432.9)

7. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)

Note: Pursuant to Education Code 49076, county placing agencies authorized to assess the effectiveness of a state or federally funded program on behalf of federal, state, or local officials and agencies may be allowed access to student records. Education Code 49076 also authorizes districts, county offices of education, and county placing agencies to develop cooperative agreements to facilitate confidential access to and exchange of student information by email, facsimile, electronic format, or other secure means, provided the agreement complies with the requirements of 34 CFR 99.35.

8. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #7 above (Education Code 49076)
9. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

10. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)

STUDENT RECORDS (continued)

11. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
12. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)

When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)

13. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)

In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)

Note: SB 233 (Ch. 829, Statutes of 2017) amended Education Code 49069.3 and 49076 to make certain types of records related to foster youth, including records related to attendance, discipline, online communications, and Section 504 plans, accessible to specified agencies and individuals.

14. Any foster family agency with jurisdiction over a currently enrolled or former student; short-term residential treatment program staff responsible for the education or case management of a student; or a caregiver who has direct responsibility for the care of a student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, as defined (Education Code 49076)

Such individuals shall have access to the student's ~~for purposes of accessing those students' current or most recent~~ records of grades, and transcripts, attendance, discipline, online communication on platforms established by schools for students and parents/guardians, and any individualized education program or Section 504 plan developed and maintained by the district (Education Code 49069.3)

(cf. 6164.6 - Identification and Education Under Section 504)

STUDENT RECORDS (continued)

(cf. 6173.1 - Education for Foster Youth)

Note: AB 1068 (Ch. 713, Statutes of 2013) amended Education Code 49076 to add authorization to disclose records pursuant to items #15-17 below.

15. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

(cf. 6173 - Education for Homeless Children)

16. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
17. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))
18. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #12 above. (Education Code 49076)

19. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67)

In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

STUDENT RECORDS (continued)

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

(cf. 5021 - Noncustodial Parents)

Discretionary Access

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)

When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)

Note: The following optional paragraph may be revised to reflect district practice.
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Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.

2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for

STUDENT RECORDS (continued)

- the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
- a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
 - b. The information is destroyed when no longer needed for the purposes for which the study is conducted.
 - c. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)
 5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)

Note: Education Code 49076 includes "contractors" and "consultants," as defined in the section "Definitions" above, among the categories of individuals to whom a student's personally identifiable information may be disclosed under certain circumstances. Unlike 34 CFR 99.34, however, Education Code 49076 prohibits disclosure of such information to volunteers and other parties.

6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

(cf. 3600 - Consultants)

Note: Items #7 and 8 below are for use by districts that maintain high schools.

7. Agencies or organizations in connection with the student's application for or receipt of financial aid, provided that information permitting the personal identification of a student or his/her parents/guardians for these purposes is disclosed only as may be necessary to determine the eligibility of the student for financial aid, determine the

STUDENT RECORDS (continued)

amount of financial aid, determine the conditions which will be imposed regarding the financial aid, or enforce the terms or conditions of the financial aid (Education Code 49076; 34 CFR 99.31, 99.36)

8. County elections officials for the purpose of identifying students eligible to register to vote or offering such students an opportunity to register, subject to the provisions of 34 CFR 99.37 and under the condition that any information provided on this basis shall not be used for any other purpose or transferred to any other person or agency (Education Code 49076; 34 CFR 99.31, 99.37)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

De-identification of Records

Note: 20 USC 1232(g) and Education Code 49076 authorize the district to release student records for specified purposes (e.g., to federal and state officials conducting program audits or to organizations conducting studies) without parent/guardian consent after the removal of all "personally identifiable information" as defined in the section entitled "Definitions" above and provided that the district has made a reasonable determination that a student's identity will not be personally identifiable through single or multiple releases. Education Code 49074 further authorizes the district to provide de-identified statistical data to public or private agencies, postsecondary institutions, or research organizations when such actions would be "in the best educational interests of students."

34 CFR 99.31 lists objective standards under which districts may release information from de-identified records. These standards are applicable to both requests for individual, redacted records and requests for statistical information from multiple records.

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

Process for Providing Access to Records

Note: Education Code 49069 **mandates** procedures for notifying parents/guardians of the location of student records if not centrally located. The following paragraph may be expanded to include notification procedures.

STUDENT RECORDS (continued)

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained **in at** different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

Note: 5 CCR 431 **mandates** districts to establish written procedures to ensure the security of student records. The following three paragraphs reflect this mandate and should be modified to reflect any specific physical, technological, or administrative controls developed by the district.

34 CFR 99.31 requires districts to use "reasonable methods" to (1) ensure that school officials, employees, and outside contractors obtain access to only those records, both paper and electronic, in which they have a legitimate educational interest and (2) identify and authenticate the identity of parents/guardians, students, school officials, and any other party to whom the district discloses personally identifiable information from education records. In addition, 34 CFR 99.31 specifies that a district which does not use physical or technological access controls (e.g., a locked file cabinet or computer security limiting access) must ensure that its administrative policy for controlling access is effective and remains in compliance with the "legitimate educational interest" requirement.

The Analysis to Comments and Changes (73 Fed. Reg. 237, page 74817) suggests a balance of physical, technological, and administrative controls to prevent unauthorized access and to ensure that school officials do not have unrestricted access to the records of all students. The Analysis also clarifies that the reasonableness of the method depends, in part, on the potential harm involved. For example, high-risk records, such as social security numbers or other information that could be used for identity theft, should receive greater and more immediate protection.

In addition, as a condition of participation in an interagency data information system (e.g., California Longitudinal Pupil Achievement Data System), Education Code 49076 requires that the district develop security procedures or devices by which unauthorized personnel cannot access data in the system and procedures or devices to secure privileged or confidential data from unauthorized disclosure.

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

Note: 34 CFR 99.30 specifies information that must be included in the parent/guardian consent form, as provided below. The provisions in the following two paragraphs are required pursuant to the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by

STUDENT RECORDS (continued)

AB 699 (Ch. 493, Statutes of 2017). See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues.

When ~~prior written consent from a parent/guardian is~~ required by law, the parent/guardian shall provide a written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

If the parent/guardian refuses to provide written consent for the release of student information, the Superintendent or designee shall not release the information, unless it is otherwise subject to release based on a court order or a lawful subpoena.

Note: Education Code 49069 and 5 CCR 431 **mandate** that the district adopt procedures for granting parent/guardian requests to inspect, review, and obtain copies of records.

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Note: Education Code 49069 **mandates** procedures for the availability of qualified certificated personnel to interpret records when requested. The following paragraph may be expanded to include specific procedures for persons to request and receive the assistance of certificated personnel.

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

Access Log

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

STUDENT RECORDS (continued)

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

The custodian of records shall also make an entry in the log regarding any request for records that was denied and the reason for the denial.

Note: Although Education Code 49064 does not require the district to record access by individuals specified in items #1-5 below, the district may consider recording access by all individuals as part of the reasonable administrative controls required by 34 CFR 99.31; see section above entitled "Process for Providing Access to Records." ~~The following paragraph is optional.~~

The log ~~may~~ **shall** include **requests for access to** records ~~of access~~ by: ~~(Education Code 49064)~~

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), any request for student records by a law enforcement agency for the purpose of enforcing immigration laws must be reported to the Superintendent and the Board; see the accompanying Board policy. Therefore, it is recommended that the custodian of records make an entry in the log regarding any such requests, as provided in item #6 below.

6. Law enforcement personnel seeking to enforce immigration laws

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

Duplication of Student Records

Note: Education Code 49069 **mandates** that the district adopt procedures for granting parent/guardian requests for copies of student records pursuant to Education Code 49065.

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

STUDENT RECORDS (continued)

(cf. 3260 - Fees and Charges)

Changes to Student Records

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

(cf. 5125.3 - Challenging Student Records)

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed **pursuant to a court order with proper documentation**. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5145.3 - Nondiscrimination/Harassment)

Retention and Destruction of Student Records

Note: 5 CCR 431 mandates that the district establish written policies and procedures regarding the signing and dating of anecdotal information, as specified below.
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All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date

(cf. 5111 - Admission)

3. Sex of student
4. Name and address of parent/guardian of minor student
 - a. Address of minor student if different from the above

STUDENT RECORDS (continued)

- b. Annual verification of parent/guardian's name and address and student's residence

(cf. 5111.1 - District Residency)

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

(cf. 5121 - Grades/Evaluation of Student Achievement)

7. Verification of or exemption from required immunizations

(cf. 5141.31 - Immunizations)

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefor

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

(cf. 5141.32 - Health Screening for School Entry)

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

5. Language training records

STUDENT RECORDS (continued)

(cf. 6174 - Education for English Learners)

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

(cf. 6162.51 - State Academic Achievement Tests)

~~*(cf. 6162.52 - High School Exit Examination)*~~

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

(cf. 6158 - Independent Study)

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data

(cf. 5144 - Discipline)

4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

STUDENT RECORDS (continued)**Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)

Note: Education Code 48201 requires districts to request records of a transferring student regarding acts that resulted in the student's suspension or expulsion from the previous school, as specified below. Once the record is received, the Superintendent or designee must inform the student's teachers of the acts; see AR 4158/4258/4358 - Employee Security.

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion. (Education Code 48201)

(cf. 4158/4258/4358 - Employee Security)
(cf. 5119 - Students Expelled From Other Districts)

Note: Pursuant to Education Code 49068, a district is required to transfer a copy of a student's records to another school in which the student is enrolled or intends to enroll within 10 school days of receiving a request for the records. However, this would not affect a situation where a more restrictive timeline is required. For example, a district is required to transfer the records of a student who is a foster youth to the new school within two business days, pursuant to Education Code 48853.5.

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school. (Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

STUDENT RECORDS (continued)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

Notification of Parents/Guardians

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices **to in** that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

(cf. 5145.6 - Parental Notifications)

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073

STUDENT RECORDS (continued)

10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

(cf. 5020 - Parent Rights and Responsibilities)

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g

Note: Pursuant to 34 CFR 99.34, if the district's annual parental notification contains the information described in **optional** item #13 below, the district does not need to attempt to individually notify a parent/guardian or adult student when the district discloses an education record to officials of another school, school system, or postsecondary institution (see item #5 in the list of persons/agencies with legitimate educational interests in the section entitled "Persons Granted Access" above).

13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

Note: The following paragraph reflects the Attorney General's model policy developed pursuant to Education Code 234.7.

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

Student Records from Social Media

Note: The following **optional** section is for use by districts that have adopted a program, pursuant to Education Code 49073.6, ~~as added by AB 1442 (Ch. 799, Statutes of 2014)~~, to gather or maintain any information obtained from students' social media activity that pertains directly to school safety or student safety. Districts that adopt such a program, as specified in the accompanying Board policy, must comply with the requirements described below. Districts that have not adopted such a program should delete the following section.

For the purpose of gathering and maintaining records of students' social media activity, the Superintendent or designee shall: (Education Code 49073.6)

1. Gather or maintain only information that pertains directly to school safety or student safety

STUDENT RECORDS (continued)

2. Provide a student with access to any information that the district obtained from his/her social media activity and an opportunity to correct or delete such information
3. Destroy information gathered from social media and maintained in student records within one year after a student turns 18 years of age or within one year after the student is no longer enrolled in the district, whichever occurs first
4. Notify each parent/guardian that the student's information is being gathered from social media and that any information maintained in the student's records shall be destroyed as provided in item #3 above. The notification shall also include, but is not limited to, an explanation of the process by which a student or his/her parent/guardian may access the student's records for examination of the information gathered or maintained and the process by which removal of the information may be requested or corrections to the information may be made. The notification may be provided as part of the annual parental notification required pursuant to Education Code 48980.
5. If the district contracts with a third party to gather information on a student from social media, ensure that the contract:
 - a. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
 - b. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first

(12/14 12/15) 5/18

CSBA Sample Administrative Regulation

Students

AR 5125.1(a)

RELEASE OF DIRECTORY INFORMATION

Definition

Note: Education Code 49073 and 20 USC 1232g, the Family Educational Rights and Privacy Act (FERPA), **mandate** that school districts adopt a policy identifying those categories of student records considered to be "directory information," which may generally be released unless the parent/guardian notifies the district of his/her refusal. "Directory information" is defined in Education Code 49061 and 34 CFR 99.3 **and listed in the following section. The district may not expand the list, but may modify it to remove any** However, the following section should be modified to reflect those categories of information defined by the district as "directory information"; those items the district does not intend to release as directory information **should be deleted**. Also see AR 5125 - Student Records.

~~AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below), thereby aligning state law with 34 CFR 99.3. However, Education Code 49061, as amended, does not include three types of information defined as directory information in 34 CFR 99.3: the student's place of birth, grade level, and photograph. Thus, these types of information are not reflected in the following list. Districts that receive any request for such information about student(s) based on federal law should consult legal counsel prior to releasing the information.~~

Directory information means information contained in a student record that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (Education Code 49061; 20 USC 1232g; 34 CFR 99.3)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation record in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received

RELEASE OF DIRECTORY INFORMATION (continued)

11. Most recent previous school attended

*(cf. 1113 - District and School Web Sites)**(cf. 1114 - District-Sponsored Social Media)*

Directory information does not include a student's social security number or student identification number. However, **for purposes of accessing or communicating in electronic systems,** directory information may include a student identification number, user identification, or other personal identifier used by the student ~~for purposes of accessing or communicating in electronic systems~~ provided that the identifier cannot be used to gain access to education records except when used in conjunction with a personal identification number, password, or other factor known or possessed only by the authorized user. (34 CFR 99.3)

Note: The following paragraph reflects a model policy developed by the California Attorney General pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017). See the Office of the Attorney General's Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. Also see the section "Notification to Parents/Guardians" below.

***Directory information* also does not include a student's citizenship status, immigration status, place of birth, or any other information indicating national origin.**

Notification to Parents/Guardians

Note: Pursuant to Education Code 49063 **and 1232g**, the district must annually notify parents/guardians and **eligible** students **who are age 18 or older**, in writing, of their rights related to student records, including the categories of records considered to be "directory information." **The Attorney General's model policy developed pursuant to Education Code 234.7 requires that this notification also describe the manner in which parents/guardians may refuse the release of directory information.** See the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues. See the accompanying Exhibit for a sample parent/guardian notification.

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information, **how to refuse release,** and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37)

*(cf. 5125 - Student Records)**(cf. 5145.6 - Parental Notifications)*

RELEASE OF DIRECTORY INFORMATION (continued)

Note: Pursuant to Education Code 234.7, districts are mandated to adopt the following paragraph consistent with the Attorney General's model policy.

In addition, the annual parental notification shall include a statement that directory information does not include citizenship status, immigration status, place of birth, or any other information indicating national origin and that the district will not release such information without parental consent or a court order.

(cf. 5145.13 - Response to Immigration Enforcement)

Note: The following paragraph applies to districts that maintain secondary schools and receive funds under the federal Elementary and Secondary Education Act (ESEA). 20 USC 7908 requires those districts to notify parents/guardians that they may request that the district not release their child's name, address, and telephone number to military recruiters, employers, or colleges without their prior written consent. According to Guidance issued by the U.S. Department of Education (USDOE) ([Access to High School Students and Information on Students by Military Recruiters](#)), a single notice provided through a mailing, student handbook, or other method that is reasonably calculated to inform parents/guardians of the above information is sufficient. The law does not specify whether parents/guardians may request that the district not release their child's information to certain third parties, such as military recruiters, but authorize the release to other parties, such as private employers. Districts should consult legal counsel as appropriate.

The Superintendent or designee shall notify parents/guardians that they may request that the district not release the name, address, and telephone number of their child to military recruiters, employers, or institutions of higher education without prior written consent. (20 USC 7908)

Parent/Guardian Consent

Note: Education Code 49073 specifies that parents/guardians may request that their child's directory information not be released (an "opt-out" process). **Similarly, 20 USC 7908 requires an "opt-out" process by which parents/guardians may request that their child's information not be released to military recruiters, employers, or institutions of higher education.** However, in the case of a homeless ~~child or youth student~~ as defined in 42 USC 11434a, directory information may only be released if the parent/guardian or student age 18 or older has provided written consent for its release ("**opt-in process**").

According to a letter from the USDOE to California's Superintendent of Public Instruction, it is a "misapplication" of 20 USC 7908 for a district to establish an "opt in" procedure specifically for military recruiters whereby a district would not provide information to military recruiters unless a parent/guardian has provided affirmative consent. According to the letter, a district that establishes an "opt in" procedure for military recruiters would risk having its federal ESEA funds withheld.

No directory information of a student identified as a homeless child or youth as defined in 42 USC 11434a shall be released, unless the parent/guardian, or the student if he/she is 18 years **old or older**, has provided written consent that directory information may be released. For any other student, directory information shall not be released if his/her parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (Education Code 49073; 20 USC 1232g, 7908)

RELEASE OF DIRECTORY INFORMATION (continued)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

CSBA Sample Exhibit

Students

E 5125.1(a)

RELEASE OF DIRECTORY INFORMATION

Note: The following exhibit is based on a model notice prepared by the U.S. Department of Education and should be modified to reflect district practice. **It has been updated to include provisions required by the California Attorney General's model policy developed pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017); see the accompanying administrative regulation.**

PARENT/GUARDIAN NOTICE RELEASE OF DIRECTORY INFORMATION

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that River Delta Unified School District, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the district may disclose appropriately designated "directory information" without written consent, unless you have advised the district to the contrary in accordance with district procedures. The primary purpose of directory information is to allow the district to include this type of information from your child's education records in certain school and/or district publications. Examples include:

- a playbill, showing your child's role in a drama production
- the annual yearbook
- honor roll or other recognition lists
- graduation programs
- sports activity sheets, such as for wrestling, showing weight and height of team members

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent/guardian's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require districts receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA), **as amended**, to provide military recruiters, upon request, with students' names, addresses, and telephone listings, unless parents/guardians have advised the district that they do not want their child's information disclosed without their prior written consent.

If you do not want the district to disclose directory information from your child's education records without your prior written consent, you must notify the district in writing by August 15th of each year. The district has designated the following information as directory information:

RELEASE OF DIRECTORY INFORMATION (continued)

Note: The district should modify the following list to specify those categories of information defined by the district as "directory information" in the accompanying administrative regulation. **Those items the district does not intend to release as directory information should be deleted.**

AB 143 (Ch. 434, Statutes of 2011) amended Education Code 49061 to redefine directory information to include the student's email address (see item #4 below) and delete student's place of birth.

1. Name
2. Address
3. Telephone number
4. Email address
5. Date of birth
6. Major field of study
7. Participation in officially recognized activities and sports
8. Weight and height of athletic team members
9. Dates of attendance
10. Degrees and awards received
11. Most recent previous school attended

The district also may disclose your child's student identification number, user identification, or other unique personal identifier used to communicate in electronic systems, provided it cannot be used to access education records without a personal identification number (PIN), password, or other factor that only the authorized user knows. Your child's social security number will not be used for this purpose.

Directory information does not include your child's citizenship status, immigration status, place of birth, or any other information indicating national origin. The district will not disclose such information without your consent or a court order.

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CSBA Sample Board Policy

Students

BP 5131.2(a)

BULLYING

Note: Education Code 234.1 and federal law **mandate** that the Governing Board adopt policy prohibiting discrimination, harassment, intimidation, retaliation, and bullying based on specified characteristics. **AB 699 (Ch. 493, Statutes of 2017) amended Education Code 234.1 to include immigration status as a protected class**; see BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education Office for Civil Rights (OCR) clarified that misconduct that falls under a district's general anti-bullying policy may also trigger responsibilities under one or more federal antidiscrimination laws if the bullying is on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, and/or **another** legally protected category. If so, federal law requires the district to investigate or otherwise determine what occurred and, if it finds that unlawful discrimination did occur, take prompt and effective steps reasonably calculated to end the discrimination, eliminate any hostile environment and its effects, and prevent the discrimination from recurring.

In addition, OCR's August 2013 Dear Colleague Letter: Bullying of Students with Disabilities points out that any bullying of any student with disabilities that results in the student not receiving meaningful educational benefit constitutes a denial of a free appropriate public education and must be remedied under the federal Individuals with Disabilities Education Act. As necessary, the school may need to convene the student's individualized education program (IEP) team to determine whether the student's needs have changed as a result of the bullying and, if so, revise the IEP to ensure that the student continues to receive appropriate special education and related services.

Thus, while this policy is intended to prevent and address all types of bullying incidents among students, school officials need to know that when "discriminatory bullying" is committed (~~i.e., discrimination based on the actual or perceived status of the alleged victim which is protected by law, such as race, sex, sexual orientation, gender identity or expression, religion, age, or disability~~), and the bullying is sufficiently serious to create a hostile educational environment for the alleged victim or to otherwise deny or limit his/her educational benefits and services, including denial of a free appropriate public education, the alleged victim must be afforded the protections specified under relevant state and/or federal law. ~~CSBA staff met with representatives from California Department of Education (CDE) and OCR to discuss this policy as it relates to the uniform complaint procedure (UCP) requirements. As a result, this sample policy has been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on this policy, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.~~

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide **a** safe school environments **that protects** students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

BULLYING (continued)

(cf. 5131 - Conduct)
(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 48900, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act such as posting of messages on social media networks and includes electronic acts that originate off campus; see the section "Discipline" below and AR 5144.1 - Suspension and Expulsion/Due Process.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the **electronic** creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images **as defined in Education Code 48900.** ~~on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device.~~ Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)
(cf. 6163.4 - Student Use of Technology)

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 - Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6020 - Parent Involvement)

BULLYING (continued)

Note: Because bullying is not limited to one environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications [Safe Schools: Strategies for Governing Boards to Ensure Student Success](#) and [Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement](#).

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes **social-emotional learning**, effective communication and conflict resolution skills, ~~social skills~~, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney

BULLYING (continued)

General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

(cf. 6163.4—Student Use of Technology)

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

Education Code 32283.5 requires the CDE to develop an online training module to assist all school staff, school administrators, parents/guardians, students, and community members in increasing their knowledge of the dynamics of bullying and cyberbullying, including, but not limited to, identifying acts of bullying or cyberbullying and implementing strategies to address such acts.

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

BULLYING (continued)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 - Nondiscrimination/Harassment.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

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

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Note: The following reporting process may be revised to reflect district practice.

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

BULLYING (continued)

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/E 6163.4 - Student Use of Technology.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, **immigration status**, or any ~~other~~ characteristic contained in the definition of hate crimes in Penal Code 422.55. Pursuant to 5 CCR 4600-4633, the UCP must be used for this purpose. In addition, federal regulations require districts to adopt procedures providing for prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

Although some bullying incidents may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all bullying incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of his/her actual or perceived membership in a legally protected class. Those bullying incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When a bullying incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with AR 1312.3 - Uniform Complaint Procedures.

BULLYING (continued)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., *Wynar v. Douglas County School District*, *Lavine v. Blaine School District*). ~~In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For example, T~~he court in *J.C. v. Beverly Hills Unified School District* found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her person or property, causing a substantially detrimental effect on his/her physical or mental health, causing substantial interference with his/her academic performance, or causing substantial interference with his/her ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief [Cyberbullying: Policy Considerations for Boards](#). Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as

BULLYING (continued)

defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

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

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources: (see next page)

BULLYING (continued)

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist

California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Guidance to Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gltcenter.org/>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

~~ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>~~

Partnership for Children and Youth: <https://www.partnerforchildren.org>

U.S. Department of Education: <http://www.ed.gov>

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RESPONSE TO IMMIGRATION ENFORCEMENT

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7)

(cf. 5111 - Admission)

(cf. 5111.1 - District Residency)

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7)

(cf. 5145.6 - Parental Notifications)

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

*Legal Reference:*EDUCATION CODE

200 Educational equity

220 Prohibition of discrimination

234.1 Safe Place to Learn Act

234.7 Student protections relating to immigration and citizenship status

48204.4 Evidence of residency for school enrollment

48980 Parental notifications

48985 Notices to parents in language other than English

GOVERNMENT CODE

8310.3 California Religious Freedom Act

PENAL CODE

422.55 Definition of hate crime

627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

COURT DECISIONSPlyler v. Doe, 457 U.S. 202 (1982)*Management Resources:*CSBA PUBLICATIONSLegal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONSPromoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018WEB SITESCSBA: <http://www.csba.org>California Office of the Attorney General: <http://oag.ca.gov>California Department of Education: <http://www.cde.ca.gov>California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>California Department of Justice: <http://www.justice.gov>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>U.S. Immigration and Customs Enforcement: <https://www.ice.gov>

U.S. Immigration and Customs Enforcement, Online Detainee Locator System:

<https://locator.ice.gov/odls>

RESPONSE TO IMMIGRATION ENFORCEMENT

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents or as required to do so by a court order or judicial subpoena.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request
2. Provide students and families with appropriate notice and a description of the immigration officer's request
3. Document any request for information by immigration authorities
4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

(cf. 5145.12 - Search and Seizure)

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

(cf. 1250 - Visitors/Outsiders)

District staff shall report the presence of any immigration enforcement officers to on-site district police and other appropriate administrators.

(cf. 3515.3 - District Police/Security Department)

As early as possible, district staff shall notify the Superintendent or designee of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action
2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information
3. Ask the officer for his/her reason for being on school grounds and document the response
4. Request that the officer produce any documentation that authorizes his/her school access
5. Make a copy of all documents produced by the officer and retain one copy for school records
6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:
 - a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request without first consulting with the district's legal counsel or other designated district official.
 - b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.
 - c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.
8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.
9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:
 - a. A list or copy of the officer's credentials and contact information
 - b. The identity of all school personnel who communicated with the officer
 - c. Details of the officer's request
 - d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge
 - e. District staff's response to the officer's request
 - f. Any further action taken by the officer
 - g. A photo or copy of any documents presented by the officer

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

(cf. 5141 - Health Care and Emergencies)

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

RESPONSE TO IMMIGRATION ENFORCEMENT (continued)

(cf. 5111.1 - District Residency)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

CSBA Sample Board Policy

Students

BP 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** policy reflects various provisions of state and federal law which prohibit discrimination against students in educational programs and activities based on certain actual or perceived characteristics of an individual, including Education Code 220, **as amended by AB 699 (Ch. 493, Statutes of 2017)**, which prohibits discrimination based on race, nationality, **immigration status**, ethnicity, gender, gender identity, gender expression, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55; **Government Code 11135, which prohibits discrimination based on all the foregoing characteristics and on age, disability, and an individual's genetic information**; Title VI (42 USC 2000d-2000e-17), which prohibits discrimination based on race, color, or national origin; Title IX (20 USC 1681-1688), which prohibits discrimination based on sex, gender, gender identity, pregnancy, and parental status; the Age Discrimination Act of 1975 (42 USC 6101-6107), which prohibits discrimination based on age; and Title II (20 USC 12101-12213) and Section 504 (29 USC 794), which prohibit discrimination based on disability. Education Code 260 gives the Governing Board primary responsibility for ensuring that district programs and activities are free from discrimination based on age or any of these characteristics. See also BP 0410 - Nondiscrimination in District Programs and Activities.

Moreover, this sample Board policy and the accompanying administrative regulation reflect the statutory right of a transgender student to participate in sex-segregated educational programs and use facilities consistent with his/her gender identity as specified in Education Code 221.5, and best practices based on existing state and federal law. Districts with questions about the rights of transgender and gender-nonconforming students should consult legal counsel as appropriate. For more information on the rights of transgender students, see CSBA's **policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students and its Final Guidance Regarding Transgender Students, Privacy, and Facilities**.

Education Code 234.1 **mandates** that districts adopt policy prohibiting **discrimination**, at school or in any school activity related to school attendance or under the authority of the district, **discrimination**, including discriminatory harassment, intimidation, and bullying, based on the foregoing characteristics. The California Department of Education (CDE), through its Federal Program Monitoring process, reviews districts' uniform complaint procedures (UCP) and other anti-discrimination policies and practices to ensure compliance with these requirements. In addition, the U.S. Department of Education's Office for Civil Rights (OCR) is responsible for the administrative enforcement of federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, sex, disability, and age in programs and activities that receive federal financial assistance from the department, and requires the adoption of nondiscrimination policies and complaint procedures.

CSBA staff received feedback and comment from representatives of CDE and OCR regarding this policy and the accompanying regulation as they relate to the UCP requirements. As a result, the sample policy and regulation have been drafted to go beyond the minimal requirements under California's UCP laws and regulations in an attempt to address issues and concerns raised by CDE and OCR. While CDE and OCR have not approved or signed off on them, CSBA believes that the additional details provided herein may help school districts and county offices of education during any compliance check by CDE or in the event that a CDE or OCR investigation occurs.

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other

NONDISCRIMINATION/HARASSMENT (continued)

educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, **nationality**, national origin, **nationality**, **immigration status**, **ethnicity**, ethnic group identification, **ethnicity**, age, religion, marital **status, pregnancy, or** parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, **or** gender expression, **or genetic information**, or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: Education Code 234.1 prohibits unlawful discrimination in **school related activities and when it affects all acts related to school activity or** school attendance. **However,** OCR has clarified in several publications that conduct that occurs off campus may have an adverse effect on a student at school (i.e., create a "hostile environment" for the student). When that happens, the district has an obligation to investigate and to take steps to protect the student.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

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

Note: In addition to the types of prohibited student conduct described **below above,** prohibited conduct **also** includes different treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services. See BP 0410 - Nondiscrimination in District Programs and Activities.

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

NONDISCRIMINATION/HARASSMENT (continued)

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

Note: Pursuant to Education Code 234.1 and 34 CFR 106.8, a district is required to adopt and publicize its nondiscrimination policies to the school community. The following paragraph may be modified to reflect district practice.

In addition, in its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See the accompanying administrative regulation for specific measures to prevent discrimination and facilitate students' access to the educational program.

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

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

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

Note: Policies related to discrimination must be consistent with the First Amendment right to free speech. Education Code 48950 prohibits a district from subjecting a high school student to disciplinary sanctions solely on the basis of speech or other communication that would be constitutionally protected if engaged in outside of campus. However, Education Code 48950 also specifies that the law does not prohibit discipline for harassment, threats, or intimidation unless constitutionally protected. Whether such speech might be

NONDISCRIMINATION/HARASSMENT (continued)

entitled to constitutional protection would be determined on a case-by-case basis, with consideration for the specific words used and the circumstances involved. The district should consult legal counsel as necessary.

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

*(cf. 4118 - **Dismissal**/Suspension/Disciplinary Action)*
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

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

(cf. 3580 - District Records)

Legal Reference: (see next page)

NONDISCRIMINATION/HARASSMENT (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
48900.3 Suspension or expulsion for act of hate violence
48900.4 Suspension or expulsion for threats or harassment
48904 Liability of parent/guardian for willful student misconduct
48907 Student exercise of free expression
48950 Freedom of speech
48985 Translation of notices
49020-49023 Athletic programs
51500 Prohibited instruction or activity
51501 Prohibited means of instruction
60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime
422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

432 Student record
4600-~~4687~~ **4670** Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Prohibition of discrimination based on age

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

NONDISCRIMINATION/HARASSMENT (continued)

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, ~~January 1999~~ **Fact Sheet, August 2010**

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

California Office of the Attorney General: <http://oag.ca.gov>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CSBA Sample Administrative Regulation

Students

AR 5145.3(a)

NONDISCRIMINATION/HARASSMENT

Note: The following **mandated** administrative regulation provides measures that may be implemented by a district to comply with state and federal laws and regulations prohibiting **unlawful discrimination**, at school or in school-sponsored or school-related activities, ~~unlawful discrimination~~, including discriminatory harassment, intimidation, and bullying, of any student based on his/her actual or perceived race, color, ancestry, **nationality**, national origin, **immigration status**, ethnic group identification, **ethnicity**, age, religion, marital ~~or parental~~ status, pregnancy, **parental status**, physical or mental disability, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, **genetic information**, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics. Federal and state law also prohibit retaliation against those who engage in activity to protect civil rights.

5 CCR 4621 **mandates** the district to identify in its policies and procedures the person(s), position(s), or unit(s) responsible for ensuring compliance with applicable state and federal laws and regulations governing educational programs, including the receiving and investigating of complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying. In addition, 34 CFR 106.8 and other federal regulations **mandate** districts that receive federal financial assistance to adopt procedures for the "prompt and equitable" resolution of student and employee discrimination complaints, including the designation of one or more responsible employees to ensure district compliance with federal laws and regulations governing the district's educational programs.

During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that the district's procedures list the specific title(s) of the employee(s) responsible for investigating complaints. The U.S. Department of Education's (USDOE) Office for Civil Rights (OCR) is the agency responsible for the administrative enforcement of federal antidiscrimination laws and regulations in programs and activities that receive federal financial assistance from the department. In reviewing a district's discrimination policies and procedures, OCR will examine whether the district has identified the employee(s) responsible for coordinating compliance with federal civil rights laws, including the investigation of complaints.

The following paragraphs identify the employee(s) designated to coordinate the district's efforts to comply with state and federal civil rights laws (e.g. Title IX and Section 504 coordinators), including the investigation and resolution of discrimination complaints under AR 1312.3 - Uniform Complaint Procedures. Note also that a district may designate more than one employee to coordinate compliance and/or receive and investigate complaints, although each employee designated as a coordinator/compliance officer must be properly trained.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, **nationality**, national

NONDISCRIMINATION/HARASSMENT (continued)

origin, **nationality**, **immigration status**, **ethnicity**, ethnic group identification, **ethnicity**, age, religion, marital **status**, pregnancy, **or** parental status, **pregnancy**, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, **genetic information**, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Superintendent
445 Montezuma Street, Rio Vista, CA 94571
(707) 374-1700
Superintendent

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

Note: As part of its responsibility to monitor district compliance with legal requirements concerning discrimination pursuant to Education Code 234.1, CDE is required to ensure that the district posts its nondiscrimination policies in all schools, offices, staff lounges, and student government meeting rooms. In addition, federal regulations enforced by OCR require the district to notify students, parents/guardians, and employees of its policies prohibiting discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25) and of related complaint procedures.

Item #1 below may be revised to specify the means by which the district publicizes its nondiscrimination policies and complaint procedures.

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.

NONDISCRIMINATION/HARASSMENT (continued)

Note: Education Code 221.61, as added by SB 1375 (Ch. 655, Statutes of 2016), requires districts and public schools to post on their web sites information related to Title IX (20 USC 1681-1688). A comprehensive list of rights based on the federal regulations implementing Title IX can be found in Education Code 221.8. A district that does not maintain a web site may comply by posting the information below on the web site of its county office of education. A school without a web site may comply by posting the information on the web site of the district or county office of education.

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
 - b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
 - c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
 - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
 - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
 - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office
- (cf. 1113 - District and School Web Sites)*
(cf. 1114 - District-Sponsored Social Media)
3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

Note: In its October 2010 Dear Colleague Letter: Harassment and Bullying, OCR identifies training of the school community as one of the key measures for minimizing discriminatory and harassing behavior in school. See also CSBA's policy brief ~~Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students~~. Item #4 below may be modified to reflect district practice.

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

Note: Both federal and state laws contain requirements for translation of certain information and documents. Title VI of the Civil Rights Act of 1964 requires school districts to ensure meaningful access to their programs and activities by persons with limited English proficiency. OCR has interpreted this to require that, whenever information is provided to parents/guardians, districts must notify limited-English-proficient (LEP) parents/guardians in a language other than English in order to be adequate. OCR enforces this requirement consistent with the Department of Justice's 2002 Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. Under the Guidance, a recipient of federal funds has an obligation to provide language assistance to LEP individuals based on balancing four factors: (1) the number or proportion of LEP individuals likely to encounter the program, (2) the frequency with which LEP individuals come in contact with the program, (3) the nature and importance of the services provided by the program, and (4) the resources available to the recipient. State law is more specific than federal law: Education Code 48985 requires translation of certain information and documents if 15 percent or more of students enrolled in the school speak a single primary language other than English.

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

NONDISCRIMINATION/HARASSMENT (continued)

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Note: Item #8 below may be revised to reflect district practice. In some situations, the district may need to provide assistance to a student to protect him/her from harassment or bullying. Each situation will need to be analyzed to determine the most appropriate course of action to meet the needs of the student, based on the circumstances involved.

8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to **protect students' privacy rights and ensure their safety protect students** from threatened or potentially discriminatory behavior **and ensure their privacy rights**.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

NONDISCRIMINATION/HARASSMENT (continued)

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community **the school's response plan to unlawful discrimination or harassment**

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 4118 - **Dismissal/Suspension/Disciplinary Action**)

(cf. 4218 - **Dismissal/Suspension/Disciplinary Action**)

(cf. 5144 - **Discipline**)

(cf. 5144.1 - **Suspension and Expulsion/Due Process**)

(cf. 5144.2 - **Suspension and Expulsion/Due Process (Students with Disabilities)**)

(cf. 6159.4 - **Behavioral Interventions for Special Education Students**)

Process for Initiating and Responding to Complaints

Note: Education Code 234.1 requires that districts adopt a process for receiving and investigating complaints of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying. Such a process, which is required to be consistent with the uniform complaint procedures specified in 5 CCR 4600-4687 **4670**, must include (1) a requirement that school personnel who witness an act take immediate steps to intervene when safe to do so, (2) a timeline for investigating and resolving complaints, (3) an appeal process, and (4) translation of forms when required by Education Code 48985. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). OCR guidance on federal civil rights requirements notes that districts may have a responsibility to respond to notice of discrimination whether or not a formal complaint is filed. In addition, **in its April 2011 Dear Colleague Letter: Sexual Violence, OCR cautions that** districts may have an obligation to respond to notice of sexual harassment of students which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment at school. This principle would also apply to harassment on other bases, such as race, gender, or disability.

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

NONDISCRIMINATION/HARASSMENT (continued)

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

Note: Though a formal complaint must be in writing pursuant to 5 CCR 4600, the district's obligation to provide a safe school environment for its students overrides the need to comply with formalities. Thus, once the district receives notice of an incident, whether verbally or in writing, it is good practice to begin the investigation of the report and to take steps to stop any prohibited conduct and address any effect on students. The following paragraph reflects such practice and is consistent with OCR recommendation.

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Note: The following section may be modified to reflect district practice. Pursuant to Education Code 221.5, a district is required to permit a student to use facilities and participate in sex-segregated school programs and activities consistent with the student's gender identity, regardless of the gender listed on his/her educational records. Because Education Code 221.5 affords transgender students these rights, districts in California are not impacted by the February 22, 2017 action of the USDOE and U.S. Department of Justice to rescind earlier federal guidance which had indicated that, under Title IX, students must be allowed to use sex-segregated facilities in accordance with their gender identity. In implementing state law, districts may review recommended practices in the USDOE's Office of Elementary and Secondary Education's [Examples of Policies and Emerging Practices for Supporting Transgender Students](#). For more information on the rights of transgender students, see CSBA's [policy brief Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender Nonconforming Students](#) and its [Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination](#).

NONDISCRIMINATION/HARASSMENT (continued)

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the **bathroom** that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs

NONDISCRIMINATION/HARASSMENT (continued)

7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

Note: Timelines included in items #1-2 below may be modified to reflect district practice.
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1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults

NONDISCRIMINATION/HARASSMENT (continued)

on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action **could can** be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.
4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance

NONDISCRIMINATION/HARASSMENT (continued)

with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

Note: 5 CCR 432 requires the legal name, sex, date of birth, etc., of a student to be maintained as part of the student's "mandatory permanent student records" but does not prohibit keeping of other records, such as a student's preferred name, as part of the student's "permitted student records."

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed **pursuant to a court order with proper documentation**. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.
7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)

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CSBA Sample Board Policy

Students

BP 5145.9(a)

HATE-MOTIVATED BEHAVIOR

Note: The following **optional** policy ~~is for use by districts in the implementation of a~~ **addresses** prevention ~~strategy~~ **strategies** for hate-motivated incidents and should be modified to reflect district practice. Elements of this policy ~~will also likely~~ should be integrated into existing **district and** school **site** plans, such as **the local control and accountability plan, comprehensive** school safety **plan**, and staff development plans, ~~as well as any policies developed by the district regarding school climate (see BP 5137 - Positive School Climate) and nondiscrimination (see BP 0410 - Nondiscrimination in District Programs and Activities and BP 5145.3 - Nondiscrimination/Harassment).~~

In its publication entitled ~~Hate Motivated Behavior in Schools~~, the California Department of Education defines "hate motivated behavior" as an act, or attempted act, motivated by hostility towards a victim's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. Some "hate motivated behavior," including an assault, bomb threat, destruction of property, graffiti, and certain types of vandalism, may also be crimes under state or federal law.

In order to create a safe learning environment for all students, the Governing Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices. **The Governing Board is committed to providing a safe learning environment that protects students from discrimination, harassment, intimidation, bullying, and other behavior motivated by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic. The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents if they occur.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5136 - Gangs)

(cf. 5137 - Positive School Climate)

(cf. 5141.52 - Suicide Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

~~*(cf. 5147 - Dropout Prevention)*~~

HATE-MOTIVATED BEHAVIOR (continued)

Note: **Hate-motivated behavior, such as an assault, physical threat, bomb threat, destruction of property, graffiti, and certain types of vandalism, may constitute a crime under state or federal law.**

Local law enforcement agencies and human rights commissions **throughout the state** have established countywide hate crimes networks aimed at responding to and preventing hate crimes. **The Districts can identify local hate crime resources through the** California Association of Human Relations Organizations, **which** conducts activities designed to protect human and civil rights through networks of collaborations that reduce community tension and build intergroup relationships.

The following **optional** paragraph should be revised to reflect district practice.

The Superintendent or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. **These Such collaborative** efforts shall **be focused focus** on **providing ensuring** an efficient use of district and community resources, **developing effective prevention strategies and response plans, providing assistance to students affected by hate-motivated behavior, and/or educating students who have perpetrated hate-motivated acts.**

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6020 - Parent Involvement)

The district shall provide **students with** age-appropriate instruction **that includes the development of social-emotional learning, promotes their** ~~to help promote an~~ understanding of and respect for human rights, diversity, and **tolerance acceptance** in a multicultural society, and ~~to provides~~ strategies to manage conflicts constructively.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.94 - History-Social Science Instruction)

~~The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.~~

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

As necessary, the district shall ~~also~~ provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

(cf. 6164.2 - Guidance/Counseling Services)

HATE-MOTIVATED BEHAVIOR (continued)

The Superintendent or designee shall ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.

The Superintendent or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior provide staff with training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Grievance Procedures-Complaint Process

Note: School level grievance procedures for investigation of sexual harassment complaints are detailed in AR 5145.7—Sexual Harassment. The following paragraph provides for the application of those procedures to the investigation of complaints regarding hate motivated behavior. Districts that wish to use other procedures should modify the following paragraph accordingly. Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55. In addition, federal regulations require districts to adopt procedures providing for the prompt and equitable resolution of complaints of discrimination on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25). Pursuant to 5 CCR 4600-4670, uniform complaint procedures (UCP) must be used for this purpose. See BP/AR 1312.3 - Uniform Complaint Procedures.

Although some incidents of harassment, intimidation, or bullying may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was victimized because of his/her actual or perceived membership in a legally protected class. Those incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When an incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process.

Any student who believes he/she is a victim of hate motivated behavior shall immediately contact the Coordinator for Nondiscrimination/Principal. A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, or other staff member.

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.

HATE-MOTIVATED BEHAVIOR (continued)

(cf. 3515.3 - District Police/Security Department)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Upon receiving such a complaint, the Coordinator/Principal shall immediately investigate the complaint in accordance with school level complaint process/grievance procedures as described in AR 5145.7 Sexual Harassment. **Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.**

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Staff who receive notice of hate motivated behavior or personally observe such behavior shall notify the Coordinator/Principal, Superintendent or designee, and/or law enforcement, as appropriate.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 School safety plans

48900.3 Suspension for hate violence

48900.4 Suspension or expulsion for threats or harassment

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-~~4687~~4670 Uniform ~~C~~complaint ~~P~~procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Prohibition of discrimination based on age

HATE-MOTIVATED BEHAVIOR (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES PUBLICATIONS

Bullying at School, 2003

California Student Safety and Violence Prevention—Laws and Regulations, April 2004

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Preventing Youth Hate Crimes: A Guide for Schools and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

WEB SITES

CSBA: <http://www.csba.org>

California Association of Human Relations Organizations: <http://www.cahro.org>

California Department of Education: <http://www.cde.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

National Youth Violence Prevention Resource Center: <http://www.safeyouth.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Community Relations Service: <http://www.usdoj.gov/ers>

<https://www.justice.gov>

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BOARD OF TRUSTEES

RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018 Attachments: ___x___

From: Elizabeth Keema-Aston, Chief Business Officer Item Number: _14._

SUBJECT Action: _x___

Request to approve 2018-19 contract with Loy Mattison Consent Action: ___
Enterprises for E-rate consulting services, no to exceed Information Only: ___
\$8,000

Background:

E-rate services are needed to assist the district navigate the complicated federal program with its application process, monitoring of discounts, maintaining mandatory records and procedures. The consultant prepares the applications, monitors the awarding period and verifies that the district receives the credits or reimbursement as stated in the agreement. The district wishes to continue to utilize the E-rate services of Loy Mattison Enterprises for fiscal year 2018-19.

Status:

Services are provided at a cost of \$115 per hour with a not to exceed \$8,000. District management and staff would like to continue the contract with Loy Mattison Enterprises as the districts E-rate consultant.

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: N/A

Cost &/or Funding Sources

\$115 per hour not to exceed \$8,000 in 2018-19 – funded by General Fund

Recommendation:

That the Board approve the contract with Loy Mattison Enterprises for the 2018-19 fiscal year.

Time: __5 mins.__



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995
www.riverdelta.k12.ca.us

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Loy Mattison Enterprises, hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions:

1. **TERM:** The term of this agreement is from July 1, 2018 through June 30, 2019. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: _____
The complete E-Rate process, from application through funding and varication of credits being applied to invoices.

3. **PAYMENT FOR SERVICES:** CONSULTANT shall receive compensation at the rate of:
\$ _____ per _____ day _____ week _____ month _____ year or per _____
OR \$ 115.00 per hour for periods of less than one day;
for a total cost not to exceed \$ 8,000.00

In the event the CONSULTANT is required to travel outside Solano, Yolo or Sacramento Counties at the request of the DISTRICT, it is agreed that actual and necessary expenses incurred while performing such services shall be reimbursed. All payments will be based on invoices submitted to DISTRICT by CONSULTANT and approved by DISTRICT'S authorized representative. The CONSULTANT shall provide an itemization of costs on submitted invoice.

4. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.
5. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.
6. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

Independent Contractor Agreement

7. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

8. **CONFLICTS OF INTEREST:** Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

The Superintendent may determine in writing that a particular consultant is hired to perform a range of duties that are limited in scope and, thus, is not required to comply fully with the disclosure requirements described in those Sections cited above. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code Form 700 Statements of Economic Interest. In addition, if the contract itself contains Conflict of Interest/Statements of Economic Interest Disclosures, the consultant is not required to re-file with the district annually.

9. **MODIFICATION OR ASSIGNMENT:** This agreement may not be assigned by either party without express written consent to the other. No modification shall be effective unless approved in writing by DISTRICT or authorized representatives.

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Loy Mattison Enterprises- June 26, 2018
Printed/Typed Name Date

Elizabeth Keema-Aston June 26, 2018
Requested By Date

Social Security Number/Federal Tax ID Number

Approval Signature Date

Orangevale, CA 95662
Address State Zip

01-0000-0-5800-100-9172-7200-000-000
Budget Code (Name & Coding)

916-849-0502 Loy@surewest.net
Contact Phone and Email

Board of Trustees Action Date

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

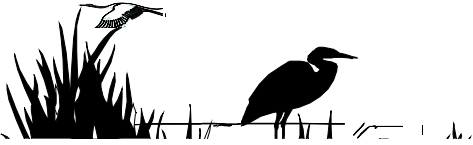
- Are you presently or have you been a member of PERS or STRS?
PERS: Yes ___ No X ___
STRS: Yes ___ No X ___
- Are you presently an employee of River Delta Unified School District? Yes ___ No X ___

This contract is not valid nor an enforceable obligation against the District until approved or ratified by the Board of Trustees, duly passed and adopted.

1/14/08

Creating Excellence To Ensure That All Students Learn

Bates School Isleton School Walnut Grove School Delta High School Wind River School
Clarksburg Elementary Riverview School D.H. White Elementary Rio Vista High School Mokelumne High School
River Delta High/Elementary School River Delta Community Day School.....Delta Elementary Charter School



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street

Rio Vista, California 94571-1651

(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Loy Mattison Enterprises,
(Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Signature of Authorized Representative

Date Signed

Loy Mattison
Typed/Printed Name of Authorized Representative

Loy Mattison Enterprises
Company Name

Address, Email & Phone: Orangevale, CA 95662
916-849-0502

1/14/08

Creating Excellence To Ensure That All Students Learn



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Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

This is to affirm that the Contractor/Independent Contractor (Consultant), Loy Mattison Enterprises, is hired by this District to perform work as indicated below and/or per attached contract/agreement:

Description of Duties: The complete E-Rate process, from application through funding and verification of credits begin applied to invoices.

Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

No (If No, this consultant is not required to file the Form 700 with the district for the year(s) they are contracted by the district as long as the scope of duties do not change*).

Yes (If Yes, this consultant is required to file a **statement of economic interests/conflict of interest disclosure with this district for the year(s) they are contracted by the district****)

_____ *This contractor/consultant (although identified as a "designated position" for purposes of the District's Conflict of Interest Code/Economic Interest Statement Form 700) is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in the District's Conflict of Interest Code.

_____ **Either (a) _____ the contractor/consultant must file the Form 700 annually as long as they are contracted with the district or (b) _____ if the contract/agreement itself (provided by the contractor/district and district Board approved), contains conflict of interest disclosures, the contractor/consultant may attach that portion of the contract/agreement to this Statement (annually) in satisfaction of this requirement.

This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Don Beno, Superintendent

Date

1/14/08

Attachment : (Conflict of Interest Code)

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Attachment to Superintendent’s Statement

DISTRICT’S CONFLICT-OF-INTEREST CODE

“The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg. Sec. 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict-of-interest code of the River Delta Joint Unified School District.

Designated employees shall file their statements with the River Delta Joint Unified School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the River Delta Joint Unified School District in the Superintendent’s Office.”

Below are excerpts from attachments to the above Code regarding consultant disclosure:

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this code (*) subject to the following limitation: The superintendent may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant’s duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. In addition, if the contract itself contains conflict of interest disclosures, the consultant is not required to re-file under this provision.

Designated persons in this category must report: (a) Interests in real property which are located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property. (b) Investments or business positions in or income, including gifts, loans, and travel payments, from sources which: (1) are engaged in the acquisition or disposal of real property within the district. (2) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or (3) manufacture or sell supplies, books, machinery or equipment of the type used by the district.

1/14/08

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CONTRACTOR INSURANCE REQUIREMENTS

Contractor represents that it does carry and will continue to carry, with Insurance companies acceptable to the District, the following insurance coverages for any work or liability, including products and completed operations, arising out of or in any way connected with the work under this agreement:

Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, which ever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.

Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.

Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.

Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

Creating Excellence To Ensure That All Students Learn

Bates School
Clarksburg Elementary

Isleton School
Riverview School
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary
River Delta Community Day School.....Delta Elementary Charter School

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor’s coverage is primary and the District’s insurance is excess for any claims; and (4) as to CGL coverage shall state “Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District.”

Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor to commence its work. Contractor shall obtain a signed agreement from such subcontractor indemnifying the District as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and the District from all losses arising from any materials, products, or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or any failure by the Contractor to maintain such coverage, shall be default under this Agreement and, upon such default, the District will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to other remedies, the District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

These insurance requirements are independent of and shall not in any way limit the indemnity obligations of the Contractor under this agreement.

The amounts and types of insurance set forth above are minimums required by the District and shall not substitute for an independent determination by Contractor of the amounts and types of Insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. The District reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

Failure to enforce any of the provisions of these requirements or any of the provisions of this agreement shall in no way constitute a waiver of such provisions. In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Signature of Authorized Representative

Loy Mattison

Typed/Printed Name of Authorized Representative

Address, Email & Phone: Orangevale, CA 95662

916-849-0502 , Loy @surewest.net

Date Signed

Loy Mattison Enterprises

Company Name

1/14/08

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: ___15___

SUBJECT: Request to approve the adoption and purchase of myWorld Interactive K-5 and myWorld Interactive SecondarymyWorld Interactive American History: Ancient World California by Pearson for the K-6 Social Studies program at a cost not to exceed \$111,343.35.

Action: ___X___
Consent Action: _____
Information Only: _____

Background & Status:

The Curriculum Committee has met and approved the following textbooks: myWorld Interactive K-5 and myWorld Interactive SecondarymyWorld Interactive American History: Ancient World California by Pearson

These textbooks have been approved for the K-6th grade Social Studies program. These textbooks are aligned to Common Core.

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$111,343.35.

Recommendation:

Request to approve the adoption and purchase of myWorld Interactive K-5 and myWorld Interactive SecondarymyWorld Interactive American History: Ancient World California by Pearson for the K-6 Social Studies program at a cost not to exceed \$111,343.35.

Time: _____5 mins.____



Kathy Wright
 Director of Curriculum and Instruction

River Delta Unified Sch Dist
 445 Montezuma St
 Rio Vista, CA 94571-1699
 United States

Quote Number: 48915

Quote Creation Date: 06-08-2018

Quote Expiration Date: 09-30-2018

River Delta Unified Sch Dist - Humanities K-6 ADOPTION

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Pearson California History-Social Science	\$ 17,105.65	\$ 10,015.35	\$ 17,105.65
myWorld Interactive K-5	\$ 94,237.70	\$ 7,864.14	\$ 94,237.70
myWorld Interactive Social Studies K-5	\$ 0.00	\$ 3,800.00	\$ 0.00
Solution Subtotal	\$ 111,343.35	\$ 21,679.49	\$ 111,343.35
	Shipping & Handling		\$ 0.00
		Total	\$ 111,343.35

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Pearson California History-Social Science myWorld Interactive SecondarymyWorld Interactive American History						
Grade 6 ©2019						
9781418281212	ANCIENT WORLD CALIFORNIA©2019 JOURNAL SUBSCRIPTION 8-YEAR GRADE 6	\$61.47	145	0	\$8,913.15	\$0.00
9780328958801	ANCIENT WORLD CALIFORNIA©2019 TEACHER EDITION GRADE 6	\$207.97	5	0	\$1,039.85	\$0.00
9780328964543	ANCIENT WORLD CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 6	\$12.47	5	0	\$62.35	\$0.00
9780328968121	ANCIENT WORLD HISTORY CALIFORNIA 2019 STUDENT EDITION PLUS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 6	\$117.97	0	145	\$0.00	\$17,105.65
Grade 6 ©2019 Subtotal					\$ 10,015.35	\$ 17,105.65
Pearson California History-Social Science myWorld Interactive SecondarymyWorld Interactive American History Subtotal					\$ 10,015.35	\$ 17,105.65

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
myWorld Interactive K-5						
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade K						
9780328951703	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE K	\$186.47	5	1	\$932.35	\$186.47
9780328951765	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GK	\$65.97	5	1	\$329.85	\$65.97
9780134918723	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE K	\$2,316.47	0	5	\$0.00	\$11,582.35
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade K Subtotal					\$ 1,262.20	\$ 11,834.79
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 1						
9780328951710	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 1	\$186.47	5	1	\$932.35	\$186.47
9780328951772	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 1	\$65.97	5	1	\$329.85	\$65.97
9780134919072	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8 YEAR LICENSE GRADE 1	\$2,701.97	0	5	\$0.00	\$13,509.85
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 1 Subtotal					\$ 1,262.20	\$ 13,762.29
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 2						
9780328951727	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 2	\$186.47	5	1	\$932.35	\$186.47
9780328951789	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 2	\$65.97	5	1	\$329.85	\$65.97
9780134919188	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 2	\$2,701.97	0	5	\$0.00	\$13,509.85
9780328966097	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT EDITION PLUS DIGITAL COURSEWARE 8 YEAR LICENSE GRADE 2	\$68.97	0	5	\$0.00	\$344.85
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 2 Subtotal					\$ 1,262.20	\$ 14,107.14
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 3						
9780134919287	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 3	\$3,206.47	0	4	\$0.00	\$12,825.88

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328951734	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 3	\$186.47	5	1	\$932.35	\$186.47
9780328951796	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 3	\$65.97	5	1	\$329.85	\$65.97
9780328966103	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT EDITION PLUS DIGITAL COURSEWARE 8 YEAR LICENSE GRADE 3	\$68.97	0	5	\$0.00	\$344.85
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 3 Subtotal					\$ 1,262.20	\$ 13,423.17
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 4						
9780134919409	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 4	\$4,400.97	0	5	\$0.00	\$22,004.85
9780328951741	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 4	\$186.47	5	1	\$932.35	\$186.47
9780328951802	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 4	\$69.47	5	1	\$347.35	\$69.47
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 4 Subtotal					\$ 1,279.70	\$ 22,260.79
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 5						
9780134919515	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA CLASS SET BUNDLE 8-YEAR LICENSE GRADE 5	\$4,400.97	0	4	\$0.00	\$17,603.88
9780328966127	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA STUDENT EDITION PLUS DIGITAL COURSEWARE 8 YEAR LICENSE GRADE 5	\$98.97	0	10	\$0.00	\$989.70
9780328951758	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA TEACHER EDITION GRADE 5	\$186.47	6	1	\$1,118.82	\$186.47
9780328951819	ELEMENTARY SOCIAL STUDIES 2019 CALIFORNIA ACTIVITY GUIDE GRADE 5	\$69.47	6	1	\$416.82	\$69.47
Pearson California History-Social Science myWorld Interactive K-5 ©2019 - Grade 5 Subtotal					\$ 1,535.64	\$ 18,849.52
myWorld Interactive K-5 Subtotal					\$ 7,864.14	\$ 94,237.70
myWorld Interactive Social Studies K-5 Professional Development						
myWorld Interactive Social Studies K-5 Professional Development ©2019 - Product Activation and Implementation Essentials						
0000000121166	MYWORLD SOCIAL STUDIES: PROGRAM ACTIVATION SESSION	\$1,900.00	2	0	\$3,800.00	\$0.00
myWorld Interactive Social Studies K-5 Professional					\$ 3,800.00	\$ 0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Development ©2019 - Product Activation and Implementation Essentials Subtotal						
	myWorld Interactive Social Studies K-5 Professional Development Subtotal				\$ 3,800.00	\$ 0.00
	Solution Subtotal				\$ 21,679.49	\$ 111,343.35
				Shipping and Handling		\$ 0.00
					Total	\$ 111,343.35
					Discounted Shipping & Handling Applied	

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

eForm: <https://pearsoncommunity.force.com/support/s/pearson-order-form>

Fax: 1-877-260-2530

Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500

As of December 31, 2016, Pearson will no longer accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

This is a price quotation for the customer's convenience only, and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

Implementation services provided by Pearson will be delivered to the customer based on established Pearson processes and billing procedures or through a Custom Scope of Work establishing milestones and/or billing schedule agreed upon by the customer. Changes, requested by the customer, to the original Scope of Work may result in additional costs. Travel related expenses associated with On-Site Training and Services are included in the listed price unless otherwise specified.

S&H charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher.

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All pricing in this quotation is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at time of invoicing may be more or less.

Certain Pearson products may have minimum requirements related to licensing, services, and/or pricing that are reflected in the attached quotation. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.



California Classroom Package*








Grades K-2

CALIFORNIA History-Social Science

myWorld

INTERACTIVE

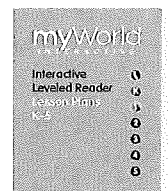
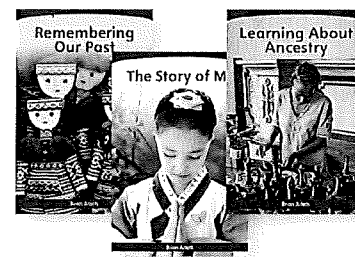
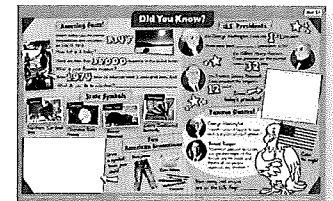
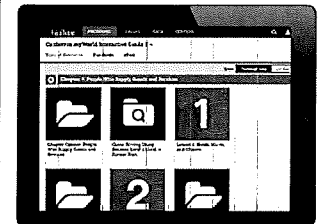
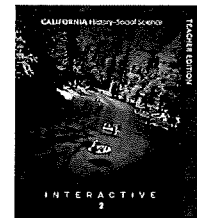
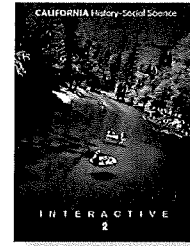
This all-inclusive package includes:

- 
Student Worktext (provided annually for 8 years)
 Everything you need in one manageable, engaging and interactive student component.
- 
Pearson Realize™ Digital Courseware (8-year subscription)
 A variety of captivating digital resources enhance student learning through videos, songs, raps, social studies games and interactives. Downloadable for use at home or at school.
- 
Teacher's Edition
 Print Teacher Edition with full lesson plans and integrated ELD support. This flexible instructional tool was written specifically to address the California History-Social Science Framework and Content Standards. Customizable lesson plans provide strategies for meeting a variety of student needs including EL's. Support CCSS literacy skills with options for connecting to core literacy programs.
- 
Digital Teacher's Edition and Online Resources on Pearson Realize™
 Standards-aligned content, flexible class management tools, and embedded assessments that deliver data to teachers instantly. Search by keyword, browse by a table of contents, or browse by standards. Includes simple tools to help you customize, add, and assign your own content.
- 
Activity Guide
 Activities for every lesson to bring social studies instruction alive in your classroom. Includes long-term inquiry projects, quick activities, and Readers Theater, and more.
- 
Class Set Student Activity Mats (incl. 25 sets/5 double-sided mats)
 Double-sided, dry erase desk mats provide maps, outline maps, timelines, and activities.
- 
Leveled-Reader Super Kit
 Readers on the same subject for each chapter written at different levels while supporting the same lesson vocabulary, skills, and content.

Includes:

- **Interactive Leveled-Reader Lesson Plans**
 Instructional strategies, guidance, and learning supports save you time preparing lessons for every leveled reader and content reader.
- **Thinking Like a Citizen Readers** (6 copies of each reader)
 Support literacy and encourage students to address issues, take constructive and collaborative action, and become responsible citizens through relevant stories about common school situations.
- **Connections Readers** (6 copies of each reader)
 Leveled readers that provide targeted support for multiple perspectives, cultural diversity and collaboration.

*Requires a minimum purchase of 25, 8-year CA Student Material Bundle Packages.





California Classroom Package*

Grades 3-5

CALIFORNIA History-Social Science

myWorld

INTERACTIVE

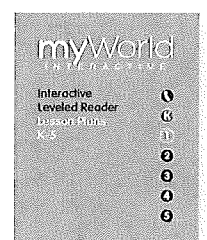
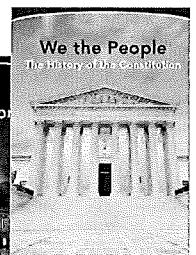
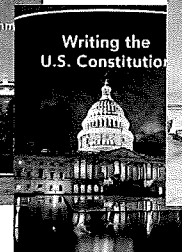
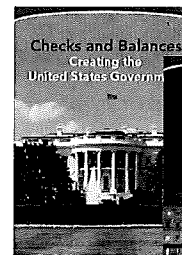
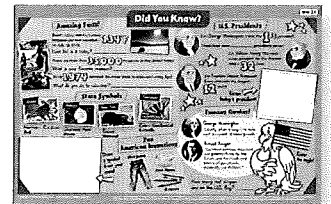
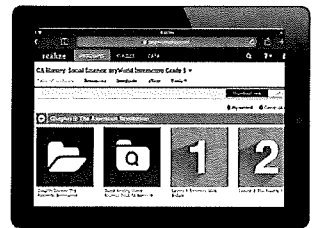
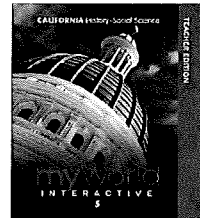
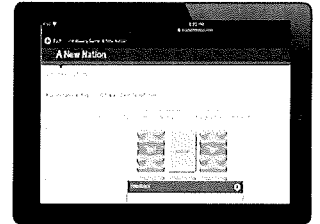
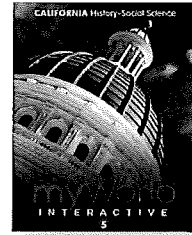
This all-inclusive package includes:

- ✓ **Student Worktexts** (provided annually for 8 years)
Everything you need in one manageable, engaging and interactive student component.
- ✓ **Pearson Realize™ Digital Courseware** (8-year subscription)
A variety of captivating digital resources enhance student learning through videos, songs, raps, social studies games and interactives. Downloadable for use at home or at school.
- ✓ **Teacher's Edition**
Print Teacher Edition with full lesson plans and integrated ELD support. This flexible instructional tool was written specifically to address the California History-Social Science Framework and Content Standards. Customizable lesson plans provide strategies for meeting a variety of student needs including EL's. Support CCSS literacy skills with options for connecting to core literacy programs.
- ✓ **Digital Teacher's Edition and Online Resources on Pearson Realize™**
Flexible class management tools, and embedded assessments that deliver data to teachers instantly. Search by keyword, browse by a table of contents, or browse by standards. Pearson Realize™ offers tools that encourage teachers to customize the content and add their own.
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Activities for every lesson to bring social studies instruction alive in your classroom. Includes long-term inquiry projects, quick activities, and Readers Theater, and more.
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Leveled readers that provide targeted support for multiple perspectives, cultural diversity and collaboration.

* Requires a minimum purchase of 30, 8 year CA Student Material Bundle Packages.



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800-848-9500

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: ___x___

From: Kathy Wright, Director of Educational Services

Item #: 16

SUBJECT: Request to approve the adoption and purchase of Secondary myWorld Interactive American History: Middle Grades American History & Medieval Early Modern Times, World History: The Modern Era, United States History: The Twentieth Century and Economics: Principles in Action by Pearson for the 7th – 12th grade Social Studies program at a cost not to exceed \$142,938.91.

Action: X
Consent Action: _____
Information Only: _____

Background & Status:

The Curriculum Committee has met and approved the following textbooks: Secondary myWorld Interactive American History: Middle Grades American History & Medieval Early Modern Times, World History: The Modern Era, United States History: The Twentieth Century and Economics: Principles in Action by Pearson.

These textbooks have been approved for the 7th-12th grade Social Studies program. These textbooks are aligned to Common Core.

Presenter: Kathy Wright, Director of Educational Services

Cost &/or Funding Sources (be specific)

Not to exceed \$142,938.91.

Recommendation:

Request to approve the adoption and purchase of Secondary myWorld Interactive American History: Middle Grades American History & Medieval Early Modern Times, World History: The Modern Era, United States History: The Twentieth Century and Economics: Principles in Action by Pearson for the 7th – 12th grade Social Studies program at a cost not to exceed \$142,938.91.

Time: _____ 5 mins. ___



Kathy Wright
 Director of Curriculum and Instruction

River Delta Unified Sch Dist
 445 Montezuma St
 Rio Vista, CA 94571-1699
 United States

Quote Number: 49991

Quote Creation Date: 06-16-2018

Quote Expiration Date: 09-30-2018

River Delta Unified Sch Dist - 7-12 Humanities ADOPTION

Price Quote Summary

Solution	Base Amount	Free Amount	Total
American Government	\$ 19,420.50	\$ 10,846.26	\$ 19,420.50
Economics	\$ 19,420.50	\$ 10,846.26	\$ 19,420.50
Pearson California History-Social Science	\$ 40,109.80	\$ 22,222.44	\$ 40,109.80
US History	\$ 31,670.40	\$ 575.76	\$ 31,670.40
World History	\$ 24,599.30	\$ 13,585.06	\$ 24,599.30
myWorld Interactive Social Studies K-5	\$ 0.00	\$ 3,800.00	\$ 0.00
Solution Subtotal	\$ 135,220.50	\$ 61,875.78	\$ 135,220.50
	Shipping & Handling		\$ 7,718.41
		Total	\$ 142,938.91

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
American Government						
Magruder's American Government (California Edition) ©2019						
9781418272951	MAGRUDER'S AMERICAN GOVERNMENT CALIFORNIA 2019 STUDENT EDITION + DIGITALCOURSE 8-YEAR GRADE 12	\$129.47	0	150	\$0.00	\$19,420.50
9781418281793	MAGRUDER'S AMERICAN GOVERNMENT CALIFORNIA 2019 READING AND NOTE TAKING STUDY GUIDE SUBSCRIPTION 8-YEAR GRADE 12	\$68.47	150	0	\$10,270.50	\$0.00
9780328987122	MAGRUDER'S AMERICAN GOVERNMENT CALIFORNIA 2019 TEACHER EDITION GRADE 12	\$131.47	4	0	\$525.88	\$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328987153	MAGRUDER'S AMERICAN GOVERNMENT CALIFORNIA 2019 STUDY GUIDE ANSWER KEY GRADE 12	\$12.47	4	0	\$49.88	\$0.00
Magruder's American Government (California Edition) ©2019 Subtotal					\$ 10,846.26	\$ 19,420.50
American Government Subtotal					\$ 10,846.26	\$ 19,420.50

Economics

Economics: Principles in Action (California Edition) ©2019

9781418272920	ECONOMICS CALIFORNIA 2019 STUDENT EDITION + DIGITAL COURSE 8-YEAR GRADE 12	\$129.47	0	150	\$0.00	\$19,420.50
9781418281601	ECONOMICS CALIFORNIA 2019 READING AND NOTE TAKING STUDY GUIDE SUBSCRIPTION 8-YEAR GRADE 12	\$68.47	150	0	\$10,270.50	\$0.00
9780328987030	ECONOMICS CALIFORNIA 2019 TEACHER EDITION GRADE 12	\$131.47	4	0	\$525.88	\$0.00
9780328987061	ECONOMICS CALIFORNIA 2019 STUDY GUIDE ANSWER KEY GRADE 12	\$12.47	4	0	\$49.88	\$0.00
Economics: Principles in Action (California Edition) ©2019 Subtotal					\$ 10,846.26	\$ 19,420.50
Economics Subtotal					\$ 10,846.26	\$ 19,420.50

Pearson California History-Social Science myWorld Interactive SecondarymyWorld Interactive American History

Grade 8 ©2019

9780328967988	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA STUDENT EDITION PLUS DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 8	\$117.97	0	190	\$0.00	\$22,414.30
9781418281397	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 JOURNAL SUBSCRIPTION 8-YEAR GRADE 8	\$61.47	190	0	\$11,679.30	\$0.00
9780328960194	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 TEACHER EDITION GRADE 8	\$207.97	3	0	\$623.91	\$0.00
9780328964574	** MIDDLE GRADES AMERICAN HISTORY TO 1914 CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 8	\$12.47	3	0	\$37.41	\$0.00
Grade 8 ©2019 Subtotal					\$ 12,340.62	\$ 22,414.30

Grade 7 ©2019

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328967759	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA STUDENT EDITION PLUS DIGITALCOURSEWARE 8 YEAR LICENSE GRADE 7	\$117.97	0	150	\$0.00	\$17,695.50
9781418281304	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA JOURNAL SUBSCRIPTION 8-YEAR GRADE 7	\$61.47	150	0	\$9,220.50	\$0.00
9780328960156	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA TEACHER EDITION GRADE 7	\$207.97	3	0	\$623.91	\$0.00
9780328964567	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA JOURNAL ANSWER KEY GRADE 7	\$12.47	3	0	\$37.41	\$0.00
Grade 7 ©2019 Subtotal					\$ 9,881.82	\$ 17,695.50
Pearson California History-Social Science myWorld Interactive SecondarymyWorld Interactive American History Subtotal					\$ 22,222.44	\$ 40,109.80

US History

United States History: The Twentieth Century (California Edition) ©2019

9781418272890	HIGH SCHOOL UNITED STATES HISTORY CALIFORNIA 2019 STUDENT EDITION + DIGITAL COURSE 8-YEAR LICENSE GRADE 9/12	\$129.47	0	160	\$0.00	\$20,715.20
9781418282271	HIGH SCHOOL UNITED STATES HISTORY CALIFORNIA 2019 READING AND NOTE TAKING STUDY GUIDE SUBSCRIPTION 8-YEAR GRADE 9/12	\$68.47	0	160	\$0.00	\$10,955.20
9780328986989	HIGH SCHOOL UNITED STATES HISTORY CALIFORNIA 2019 TEACHER EDITION GRADE 9/12	\$131.47	4	0	\$525.88	\$0.00
9780328987016	HIGH SCHOOL UNITED STATES HISTORY CALIFORNIA 2019 STUDY GUIDE ANSWER KEYGRADE 9/12	\$12.47	4	0	\$49.88	\$0.00
United States History: The Twentieth Century (California Edition) ©2019 Subtotal					\$ 575.76	\$ 31,670.40

US History Subtotal

\$ 575.76 \$ 31,670.40

World History

World History: The Modern Era (California Edition) ©2019

9781418272982	WORLD HISTORY CALIFORNIA 2019 STUDENT EDITION PLUS DIGITAL COURSEWARE 8-YEAR GRADE 9/12	\$129.47	0	190	\$0.00	\$24,599.30
9781418281984	WORLD HISTORY CALIFORNIA 2019 READING AND NOTE TAKING STUDY GUIDE SUBSCRIPTION 8-YEAR G9/12	\$68.47	190	0	\$13,009.30	\$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328987078	WORLD HISTORY CALIFORNIA 2019 TEACHER EDITION GRADE 9/12	\$131.47	4	0	\$525.88	\$0.00
9780328987108	WORLD HISTORY CALIFORNIA 2019 STUDY GUIDE ANSWER KEY GRADE 9/12	\$12.47	4	0	\$49.88	\$0.00
World History: The Modern Era (California Edition) ©2019 Subtotal					\$ 13,585.06	\$ 24,599.30
World History Subtotal					\$ 13,585.06	\$ 24,599.30

myWorld Interactive Social Studies K-5 Professional Development

myWorld Interactive Social Studies K-5 Professional Development ©2019 - Product Activation and Implementation Essentials

0000000121166	MYWORLD SOCIAL STUDIES: PROGRAM ACTIVATION SESSION	\$1,900.00	2	0	\$3,800.00	\$0.00
myWorld Interactive Social Studies K-5 Professional Development ©2019 - Product Activation and Implementation Essentials Subtotal					\$ 3,800.00	\$ 0.00
myWorld Interactive Social Studies K-5 Professional Development Subtotal					\$ 3,800.00	\$ 0.00
Solution Subtotal					\$ 61,875.78	\$ 135,220.50
Shipping and Handling						\$ 7,718.41
					Total	\$ 142,938.91

** Contract Pricing has been applied to these items

Addendum

Please submit a copy of this quotation, the District/School Purchase Order, and any other required documentation via one of the below:

eForm: <https://pearsoncommunity.force.com/support/s/pearson-order-form>

Fax: 1-877-260-2530

Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

For questions regarding your order please call Customer Service: 1-800-848-9500

As of December 31, 2016, Pearson will no longer accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

This is a price quotation for the customer's convenience only, and not an offer to contract. All quotations are subject to review and final acceptance by a duly authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

Annual subscriptions and/or maintenance and support charges automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing customerservice@pearson.com.

Fees for any renewals of product or support/maintenance subscriptions beyond the period covered by this pricing proposal will be at Pearson's then-current rates and, for products for which such fees are based on student count, the customer's then-current enrollment. All such renewal fees are due at the commencement of the new subscription period.

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California Classroom Plus Package*

GRADES 9-12

CALIFORNIA

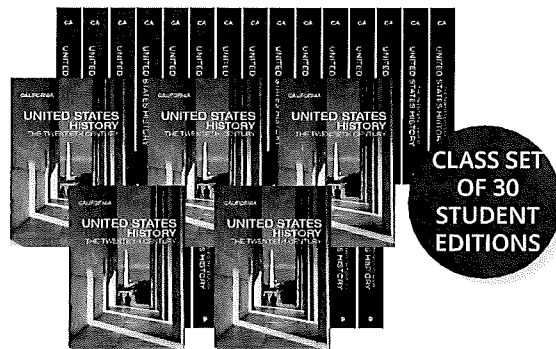
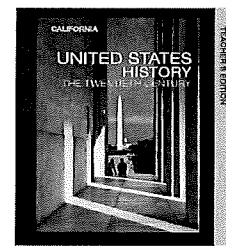
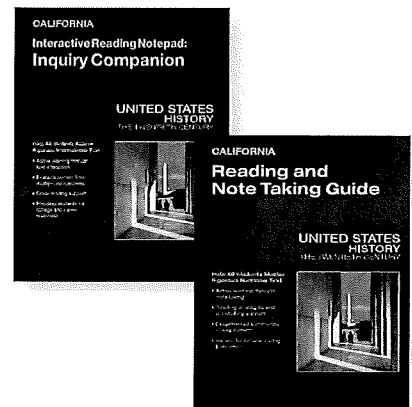
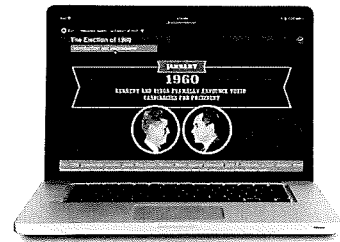
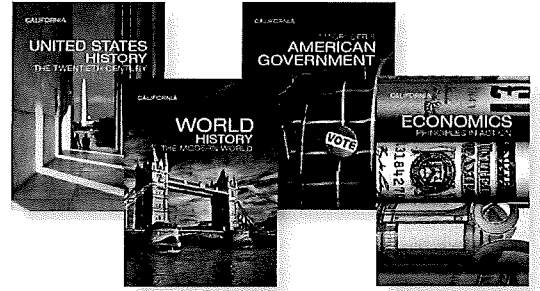
History-Social Science

Grades 9-12

This all-inclusive package includes:

- ✔ **Student Edition Hardcover**
This California program provides complete CA History-Social Science standards content and analysis skills coverage. Includes abundant primary and secondary source features.
- ✔ **Pearson Realize™ Digital Courseware (8-year subscription)**
A variety of digital customizable resources to support whole-class or small-group instruction, or individual exploration of content. Includes online/offline student eText, primary sources, video, interactives, and more.
- ✔ **Reading and Note Taking Study Guide**
Maintains the level of rigor while giving access to academic language and key content. In addition to being available in print, the summaries are available digitally with audio support in English and Spanish.
- ✔ **Interactive Reading Notepad: Inquiry Companion**
This consumable companion allows students to review lesson objectives, key terms, and academic vocabulary, and provides rigorous close reading support. This piece is also available online and is editable.
- ✔ **California Wraparound Teacher's Edition**
This annotated teacher's edition provides teaching support, strategies, and suggestions at point of use also provides information on pacing, implementation, differentiation, answers to questions in the student edition, and more.
- ✔ **Reading and Note Taking Study Guide Answer Key**
- ✔ **Class Set of 30 Student Edition Hardcover**
Classroom library of student editions so your students may leave a copy of their textbook at home.

*Requires a minimum purchase of 75, 8-year CA Student Material Bundle Packages.



PearsonSchool.com
800-848-9500



CALIFORNIA

History-Social Science

Grades 9-12

How do you get the most out of your new California History-Social Science programs?

Pearson offers a variety of training options to fit your busy schedule.

On-Demand Training

Get concise product training at your convenience! Complimentary self-paced modules explore how to use your programs. The video tutorials and guides can supplement on-site or virtual training, or use them on their own to get you started. Transcripts keep a record of your completed online training and tasks.

Virtual Training

Work with a History-Social Science expert from the comfort of your own home, classroom, or wherever! During this complimentary, personal 120-minute webinar, you will examine all related program print and digital materials. Registering for a session allows 1:1 training for you, your school, or your district.

Live Ongoing Support

Live Chat and e-Mail Support connect you directly with a program expert for instant answers to your program and implementation questions.

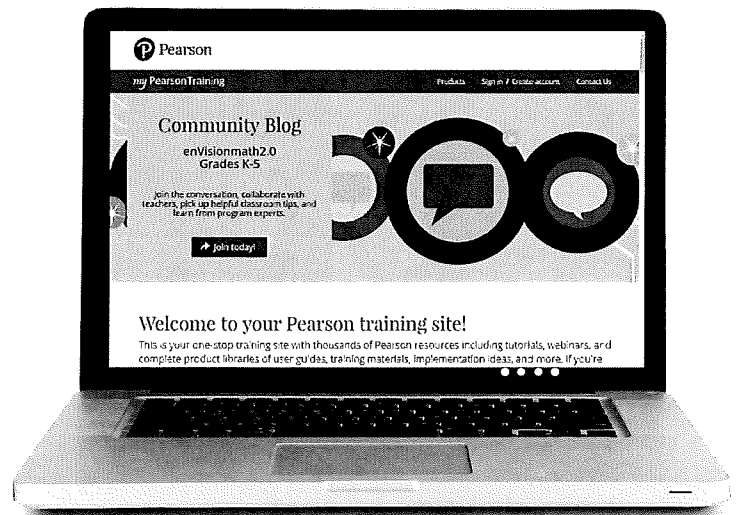
Onsite Program Activation

Pearson provides onsite training to get your teachers started. Teachers have the opportunity to learn the basic print and digital components of the program, in order to prepare them for the first day of instruction with the program(s). Program activation objectives include:

- Navigating through print and digital components/features
- Understanding lesson structure and planning options
- Identifying the integration of Pearson's History-Social Science program(s) and California's History-Social Science Standards and Framework
- Identifying differentiated instruction opportunities
- Understanding assessment and progress monitoring options

*Each half-day session is ideal for a cohort of approximately 30 teachers.

my Pearson Training



For online training and resources, visit:
mypearsontraining.com

Sign in to get started or register now!





CALIFORNIA

History-Social Science

Grades 9-12

Make the Most of Your Curriculum

Beyond Program Activation, Pearson offers a suite of professional development for-fee. Professional Development is designed to strengthen instruction, build capacity, and ensure enduring impact in a long-term implementation. Choose from a variety of on-site Professional Development options for a flexible solution matched to the needs of teachers.

Foundational Overview of the California History-Social Science Framework

In this one-day workshop, participants explore how they can utilize the California History-Social Science Framework to develop inquiry-based instruction that addresses current educational standards and supports students in becoming knowledgeable, engaged citizens. Participants learn about the importance of incorporating diverse perspectives and primary sources into their History-Social Science lessons. They examine ways to design instruction that develop literacy skills and meets the needs of English learners as students learn to think critically, value evidence, and effectively communicate their ideas. During the workshop, participants develop a plan for implementing new strategies and addressing best practices outlined in the California Framework within their classrooms.

ISBN: 1 day, 123010

Job-Embedded Services

Job Embedded Services provide different levels of coaching to focus on the effective implementation of the program. These on-site, shoulder-to-shoulder services provide teachers and leaders with varying levels of support, both in and out of the classroom to increase levels of understanding and strengthen instruction with the program. Focus areas are customized based on individual need and typically support instruction through the use of product tools and resources. By way of practical application, teachers can reinforce what they have learned in prior curriculum program professional development. Common focus areas include:

- Effective use of digital resources
- Differentiation
- Lesson Planning
- Monitoring Progress

Each full day is 6 hours. Participant size will vary depending on the type of support provided.

ISBN: *Coming Soon*

For more information, contact your
Pearson representative
PearsonSchool.com/find-my-rep

Change of Practice Bridge

Change of Practice Bridge offers two options to support districts with pedagogical challenges and improvement of instructional methodologies. These series of workshops provide targeted support through a unique blend of professional development modules and job-embedded support. Over the course of three days, teachers will participate in a variety of discussions and hands-on activities to strengthen instructional practices as they relate to Humanities. The Applying Knowledge and Practice (K-12) Bridge focuses on close reading strategies to support students in accessing more complex text. The Enhancing and Assessing Practice (K-12) Bridge focuses on strategies of close reading digital text and leveraging technology to develop students' literacy skills.

ISBN: Applying Knowledge and Practice 122810

ISBN: Enhancing and Assessing Practice 122800

The Literacy Institute for History-Social Science Teachers (15 days)

How can teachers help their students build knowledge of History-Social Science content through reading and writing? The Institute provides an integrated overview for teachers.

Explore new 21st century survival skills and backwards curriculum design. Learn ways to support new instructional shifts, craft text-dependent questions, support students in analyzing text (such as primary and secondary sources), identifying text evidence through close reading strategies and understand how to use Kintsch's construction integration model to assess and support student comprehension of complex text. Make content more accessible by applying the principles of Universal Design for Learning (UDL), while still setting rigorous expectations for students. Examine measures of cognitive and task complexity (Webb's Depth of Knowledge and Bloom's Taxonomy) and develop tasks of increased rigor for History-Social Science classrooms. Engage with and analyze sample performance tasks that align with California Standards.

Design instructional units where students demonstrate mastery of the standards and develop smart academic behaviors. The Literacy Institute for History-Social Science Teachers is excellent professional learning for teachers transitioning to a new History-Social Science program or a new instructional model.

Flexible delivery options available. Participant size will vary depending on the type of support provided.

ISBN: 15 days, 121622

ISBN: Additional Service Day, 121642



PearsonSchool.com
800-848-9500

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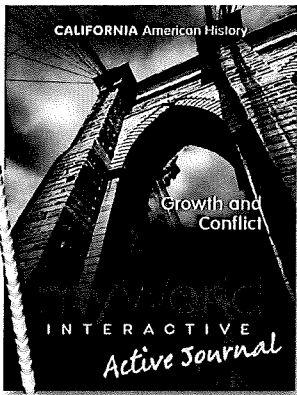


5 Reasons to Choose Pearson for Your Classroom!

Top 5 Pearson Advantages for Grades 6-8

Quest

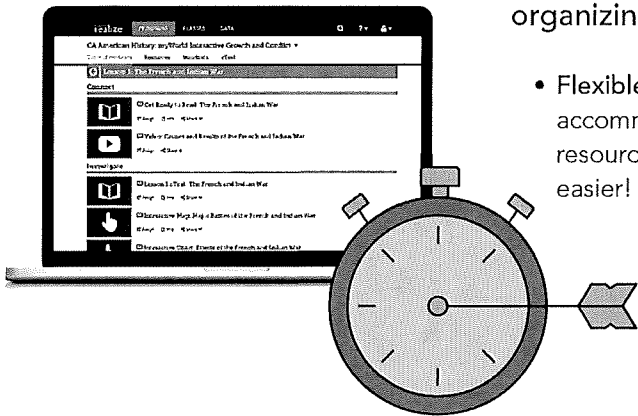
1 The best way of learning about anything is by doing. Pearson provides daily opportunities to get your students doing with Active Classroom strategies at point of use requiring little to no preparation. DARE TO COMPARE this unique Pearson advantage!



- **Quests:** Easy to implement inquiry projects that launch each chapter and support lesson content. The Quest Inquiry focused Projects, Civic Discussions, and Document-Based Question activities develop students' content and skills mastery in preparation for real world challenges.
- **Essential Questions-** Spark curiosity through compelling essential questions where students can think, explore, and actively integrate prior knowledge and personal experiences.
- **Active Journal-** helps students investigate and take action with Quest inquiry project activities. Explore connections across time and space with Essential Question activities. Activate your social studies understanding through comprehensive note taking and vocabulary support. Deepen your understanding by drawing and labeling maps and timelines. Polish your writing skills with the Writer's Workshop.

The Essential Question

2 There is nothing more precious than your time. Don't waste it searching for digital resources. Pearson makes it easy for you by organizing the way you teach- by chapter, not by type.

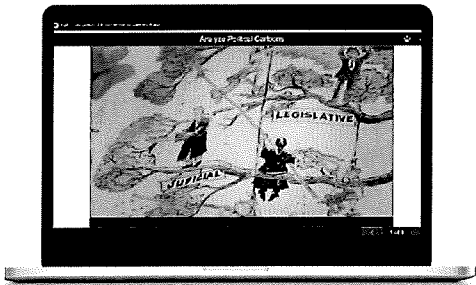


- **Flexible Delivery in the Classroom -** Multiple options and pathways accommodate every teacher, classroom, and schedule. Print and digital resources, flexible pacing options, and system integrations make teaching easier!



Dare to Compare

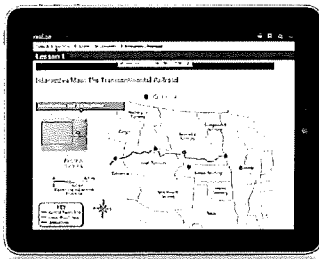
3 Pearson provides more support for accessing rigorous informational text including scaffolding for accessing primary sources with our 21st Century Skills and Examine Primary Source features.



- Embedded reading support within lesson provides access to informational text aligned with CCSS, ELA/ELD.
- Video summaries for flipped instruction or remediation.
- Print and Digital summaries written at multiple levels in English and Spanish for EVERY lesson.
- 21st Century Skill Tutorials support inquiry and higher-order thinking.
- eText 2.0 with audio support, highlighting, note-taking, search, and glossary support.
- Support Cultural Responsiveness through relevant content that reflects



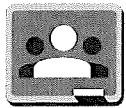
4 Dynamic multimedia resources make content accessible and engaging for every student.



- NBC Learn Videos engage students with contemporary and relatable content - created exclusively for Pearson.
- Interactive 3-D models and maps bring topics to life and provide real-world context.
- Interactive charts, simulations, and cartoons provide additional exciting ways to present the content.
- Interactive primary sources foster in-depth analysis and support skills.



5 PEARSON REALIZE™: YOUR online destination for unmatched top-quality digital History-Social Science content customized YOUR way!



Classroom



Google Translate



Google Drive



Google Expeditions



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800-848-9500

- Seamless Google Integration: Access Google Drive files, assign to Google Classroom and translate content to 100+ languages with a click.
- Powerful search tools: Search by keyword, standard, or topic.
- Flexible and customizable: Rearrange content, upload files and media, and add links to create custom lessons and assessments.
- "Best of web" open educational resources: Includes integrated OpenED Search Engine providing a plethora of primary sources options with one easy click.
- 360 Explorations and Google Expeditions: Make learning come alive with Virtual reality experiences for your students.

Join the Conversation:
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Facebook.com/PearsonPreK12

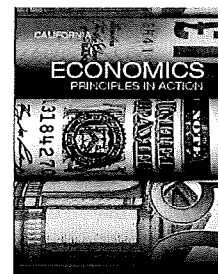
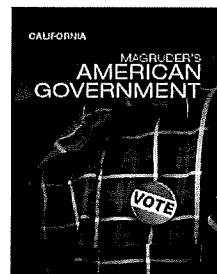
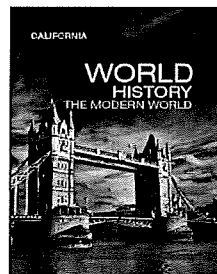
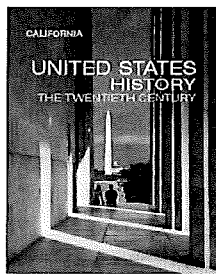
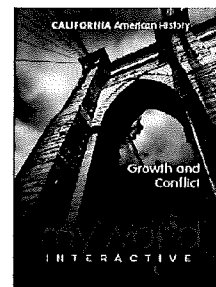
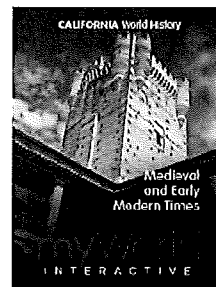
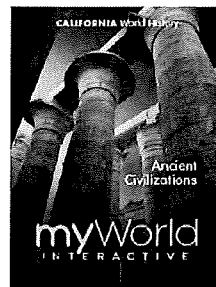
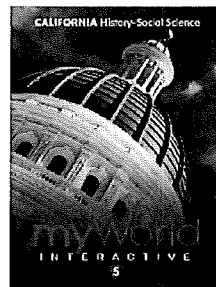
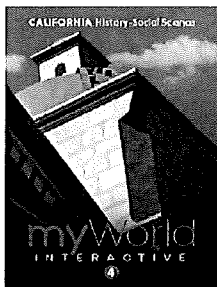
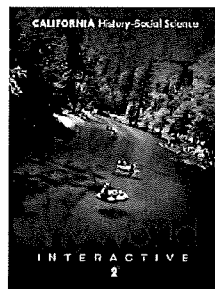
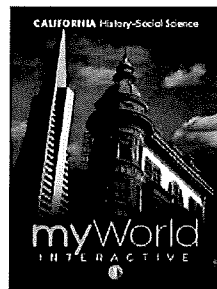
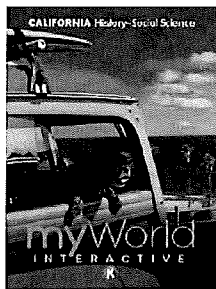


CALIFORNIA

History-Social Science

Solutions for Grades K-12

Inspired by you.....

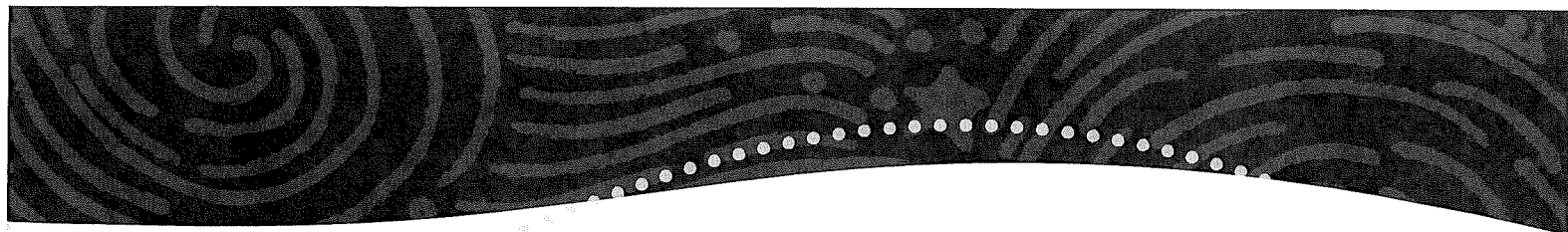


Pearson



PEARSON CALIFORNIA MYWORLD INTERACTIVE AND HISTORY-SOCIAL SCIENCE GRADES 9-12

	myWorld Interactive Grades K-5	myWorld Interactive Grades 6-8	History-Social Science Grades 9-12
<p>Inspired by California: Pearson History-Social Science will enable you to meet the California History-Social Science Framework and Standards</p>			
Complete California Alignment	<p>Pearson for California focuses on Content Aligned to the California Framework, Literacy Skills Development, Inquiry for Active Learning, and Citizenship and Civic Life. Each grade level has been correlated to correspond directly with the California History-Social Science Standards and Framework, and California ELA and ELD Standards. Standards are printed directly on the pages of the student edition and teacher edition.</p>		
Topic Opener, Overview, & Timeline	<p>A video and compelling Big Question sparks student curiosity and sets. The lesson Jumpstart Activity sparks student interest and connect content with what students already know.</p>	<p>The topic opener and overview introduces students to the compelling Essential Question and offers opportunities to interact with the text through analyzing visuals, recognizing cultural and experiential backgrounds, writing in the Active Journal and viewing the Field Trip Video.</p>	<p>Connect with the topic using a compelling Essential Question that connects the chapter lessons and gives learning focus and purpose. Enduring Understandings give students a preview of expected learning outcomes, and NBC Learn videos help students connect with content by hearing the personal story of an individual whose life is related to the content.</p>
Interactive Student Response	<p>The Interactive Student Worktext encourages writing, drawing, and highlighting. Create self-motivated learners! You can find extended activities, quick activities, and Readers Theater in the myWorld Interactive Activity Guide.</p>	<p>The Active Journal Worktext features graphic organizers to support reading, writing, visual literacy, and analysis skills.</p>	<p>The Reading and Note-Taking Guide provides a place for students to engage active learning through note-taking and provide reading strategies and vocabulary support. They contain easy-to-read summaries of key content that are perfect for differentiating instruction for Universal Access and EL support.</p>
Foster Citizenship Skills	<p>Each chapter targets a foundational Critical Thinking Skill. A real-life context reflects students' own perspective and 21st Century Skill Tutorial videos extend skill development.</p>	<p>A focus on skill development will effectively prepare students for their futures by building critical thinking, problem solving, and participatory skills through 21st Century Skill Tutorial videos, History-Social Science Analysis Skills connected to primary and secondary sources, and civic discussion inquiries.</p>	



	myWorld Interactive Grades K-5	myWorld Interactive Grades 6-8	History-Social Science Grades 9-12
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Inspired by Literacy for Everyone:
Help students connect with content through Pearson's scaffolded approach to reading support

Scaffolded Reading Support	<p>Literacy Skills Lessons in the write-in student edition support students' reading comprehension. Additional support from Leveled Readers develop language skills and content knowledge at three reading levels: Below Level, On Level, and Advanced.</p>	<p>Get Ready to Read is a startup activity that allows students to analyze images, formulate questions, and discuss interpretations. Also supported in the write-in Active Journal.</p>	<p>The Interactive Reading Notepad is an editable guided reading tool for students with important content and academic vocabulary, and lesson summaries provide scaffolded reading guidance to help students grasp complex expository text.</p>
In-Text Support for Readers	<p>Embedded Word Wise support provides context clues to help students learn new vocabulary. Reading Checks encourage students to interact with the write-in text and apply critical thinking skills like supporting their claims with evidence.</p>	<p>The Reading Check focuses on student comprehension within the text, and the Lesson Check monitors student mastery of reading skills and content.</p>	<p>The student text presents a magazine-style layout to engage students. Compelling images and primary sources are embedded within the text to engage students with visual literacy and create a balance of text and visuals.</p>
Learn Vocabulary	<p>Rap about It! or Sing About It! is an interactive way to introduce key vocabulary and energize students for learning. Highlighted vocabulary identify important social studies words that are defined in context to help students access content.</p>	<p>Practice Vocabulary in every lesson of the Active Journal integrations and reinforces new terms during the lesson.</p>	<p>Vocabulary support is provided through the Interactive Reading Notepad and Reading and Note-Taking Guide; key terms and academic vocabulary are also bolded throughout the text and defined in context.</p>
Primary & Secondary Sources	<p>Primary Sources (text and visual) provide students with supported opportunities to analyze and evaluate historical artifacts, draw conclusions, and support their claims with evidence. These are available throughout the print text and online at Pearson Realize.</p>		





PEARSON CALIFORNIA MYWORLD INTERACTIVE AND HISTORY-SOCIAL SCIENCE GRADES 9-12

	myWorld Interactive Grades K-5	myWorld Interactive Grades 6-8	History-Social Science Grades 9-12
Inspired by Inquiry: Use project-based learning, active classroom strategies, and technology to engage students with content.			
Project-Based Learning	Take students on Project-Based Quests . These long-term chapter activities inspire inquiry through compelling questions related to the chapter content. Students are able to investigate, use evidence, and communicate their findings. The 3 types of Quests include: Document-Based Writing, Project-Based Learning, and Civic Discussion Inquiry.		
Project-Based Learning Support: Quest Support	Quest Connections ensure students are synthesizing content throughout the chapter; and support in the Active Journal guides students to ask questions and examine sources. Quest Findings at the close of the chapter enable students to synthesize information and demonstrate their learning.	Each Quest follows a four-part learning model and invites students to Connect with Content, Investigate their Topic, Synthesize their Findings, and Demonstrate their Conclusions.	
Create an Active Classroom	Active Classroom Strategies offer quick activities to actively engage students in lesson content and can be found in the Teacher's Edition. The Activity Guide provides extended activities including games, debates, art projects, skits, map activities, social media, read alouds, and reader's theater to vary the learning experience. Edition and/or resources.	Active Classroom Strategies offer quick activities to actively engage students in lesson content and can be found in the Teacher's Edition. The Realize digital course includes teaching strategies to activate the classroom, Quest interactivities, and NBC Learn videos to support active learning to connect to lesson content.	
Powerful Digital Platform	All programs are delivered on the powerful Pearson Realize learning platform. With a single sign-on , you can access each Pearson History-Social Science program as a fully customizable digital curriculum. Access all your instructional content, resources, and student data. Add thousands of vetted "best of web" resources with integrated OpenEd . Share supported content from the Realize platform directly to Google® Classroom .		
	Online interactivities engage students, support class instruction, and provide assessment in context.	Digital courses include teaching strategies to activate the classroom, Quest interactives , and NBC Learn videos to support active learning.	Your students can experience history on Realize, with interactive features such as flipped videos, interactive 3-D models, charts, primary source image galleries, cartoons, illustrations, timelines, and simulations.



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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT
445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018

Attachments: X

Item Number: 17

From: Don Beno, Superintendent

SUBJECT:

Action: X

Consent Action:

Information Only:

Request to approve the budget of \$150,000 and to authorize the Superintendent to award and finalize contracts for the Student Drop-off Loop Repairs at D. H. White Elementary School. Contractor to be determined.

Background:

The existing student drop-off loop asphalt driveway and adjacent concrete walkway is beyond its useful life and failing.

Status:

The District has identified this project as a high priority project with the remaining ERP funds. The Contractor will be vetted. All bid documents will be inspected to confirm they are complete. Once selected, the Contractor will be ready to proceed promptly upon award and execution of contracts and bonds. Contracts are District standard contracts prepared by District Counsel and RGM.

Presenter: Don Beno

Other People Who Might Be Present: Craig Hamblin

Cost &/or Funding Sources: ERP funds

Recommendation:

That the Board approve a budget of \$150,000.00 and to authorize the Superintendent to award and finalize contracts for Student Drop-off Loop Repairs at D. H. White Elementary School. Contractor to be determined.

Time: 5 mins.

River Delta USD
Preliminary Master Budget
DH White School
Student Drop-Off Loop Repair



		Amount	Funding:
A. District / Administrative Fees			
1	Site Acquisition, Title Expenses		
2	Topographical Survey / Title Reports		
3	Site Support / Bond Fees		
4	Legal Fees (Allowance)		
5	CEQA - Williams & Associates		
6	Other - PEA, Risk Analysis		
Subtotal Section A		\$ -	Notes:
B. Planning			
1	Architect Fees		
	a. Reimbursables		
2	DSA Plan Check Fees		
3	CGS Fees		
4	Health Department		
5	Energy Analysis		
6	CDE Fees		Allowance
7	Preliminary Tests & Misc. Consulting		
	a. Geotechnical Soils / Geo-Hazard		
	b. OPSC and CDE Consultant(s)		
	c. Bidding and Advertising Expenses		Allowance
	d. Specialty Engineering / Consulting		
	e. Hazardous Material Survey / Specifications		
8	SWPPP Monitoring		
Subtotal Section B		\$ -	
C. Construction			
1	a. Utility Service Fees		
	b. Utility Improvements		
2	Off-site Development		
3	Service - Site Development		
4	General Site Development	\$ 110,000.00	
5	Modernization		
6	Interim Housing		
7	New Construction		
8	Energy (Prop 39, or other)		
9	Environmental Abatement		
10	Air Monitoring / Clearance Testing & Reports		
11	Project Management	\$ 15,000.00	
12	Other		
	a. Labor Compliance		Incl in C.11 - Project Management
	b. Moving & Storage		Allowance
	c. Reimbursables / General Conditions		Allowance
	d. Survey / Underground Utility Search		Allowance
Subtotal Section C		\$ 125,000.00	
D. Construction Testing / Special Inspection			
E. Inspection (IOR)			
F. Furniture & Equipment			
	a. FF&E		Allowance
	b. IT		Allowance
G. Contingencies			
	a. Design		
	b. Change Order	\$ 10,000.00	
	c. Escalation		
	d. District Reserve	\$ 15,000.00	
TOTAL		\$ 150,000.00	Recommended Budget: \$150,000.00

**BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT**

445 Montezuma Street
Rio Vista, CA 94571-1651



BOARD AGENDA BRIEFING

Meeting Date: June 26, 2018 Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 18

SUBJECT

Request Board Approval to file a Notice of Completion
for the District wide lighting retrofit (Prop. 39)

Action: X

Consent Action:

Information Only:

Background:

Final completion of the District wide lighting retrofitting project as completed on June 22, 2018. This Notice of Completion and recording at the County Recorder's Office sets in motion the 35 day hold period before final retention can be released and establishes the start of the lease financing period.

Status:

Presenter: Elizabeth Keema-Aston, Chief Business Officer

Other People Who Might Be Present: Not Applicable

Cost &/or Funding Sources: Not Applicable

Recommendation:

That the Board approves to file a Notice of Completion for District wide lighting retrofit (Prop. 39)

Time: 5 mins.

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, River Delta Unifies School District ("the District"), having its office at 445 Montezuma St, Rio Vista, Ca 94571 having entered into the Facility Solutions Agreement ("Agreement") dated September 1, 2017, with Indoor Environmental Services ("Contractor"), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the District.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor:
INDOOR ENVIRONMENTAL SERVICES

By: _____

Name: Tyler Murphy

Title: Project Manager

Date: 6/22/18

District:
River Delta Unified School District

By: _____

Name: Elizabeth Keema-Aston

Title: CBO

Date: 6/22/18



Recording Requested By:
 Owner - School District

When Recorded Mail To:

Name River Delta Unified School District

Street Address 445 Montezuma Street

City & State Rio Vista, CA 94571

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION
 (CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
Fee Simple Title (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:
 Name Street and No. City State
River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571
3. The name and address of the direct contractor for the work of improvement as a whole is:
Indoor Environmental Services, 1512 Silica Ave., Sacramento, CA 95815
4. This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).
5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
N/A
6. The name and address of the construction lender, if any, is:
N.A
7. On the 22nd day of June, 2018, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
District wide lighting retrofit (Prop. 39)
8. The real property herein referred to is situated in the City of Isleton, County of Sacramento State of California, and is described as follows:
Isleton Elementary School
9. The street address of said property is:
412 Union Street, Isleton, CA 95641
10. If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 26, 2018

By: _____
 Signature of Owner of Owner's Authorized Agent
Don Beno, Superintendent

 Print Name

VERIFICATION

I, Don Beno, state: I am the Authorized Signer ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at Rio Vista (city), California.

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

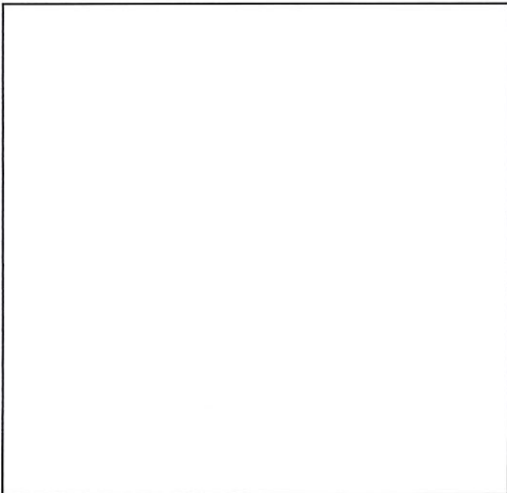
I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____ (date), at _____ m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at _____ (city), California, on _____ (date).

(Signature of Person Making Service)



**STATE OF CALIFORNIA
COUNTY OF _____**

On _____ (date), before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Recording Requested By:

Owner - School District

When Recorded Mail To:

Name River Delta Unified School District

Street Address 445 Montezuma Street

City & State Rio Vista, CA 94571

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
Fee Simple Title (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:
Name River Delta Unified School District Street and No. 445 Montezuma Street City Rio Vista State CA
River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571
3. The name and address of the direct contractor for the work of improvement as a whole is:
Indoor Environmental Services, 1512 Silica Ave., Sacramento, CA 95815
4. This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).
5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
N/A
6. The name and address of the construction lender, if any, is:
N.A
7. On the 22nd day of June, 2018, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
District wide lighting retrofit (Prop. 39)
8. The real property herein referred to is situated in the City of Walnut Grove, County of Sacramento State of California, and is described as follows:
Walnut Grove Elementary School
9. The street address of said property is:
14181 Grove Street, Walnut Grove, CA 95690
10. If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 26, 2018

By: _____

Signature of Owner of Owner's Authorized Agent

Don Beno, Superintendent

Print Name

VERIFICATION

I, Don Beno, state: I am the Authorized Signer ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at Rio Vista (city), California.

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

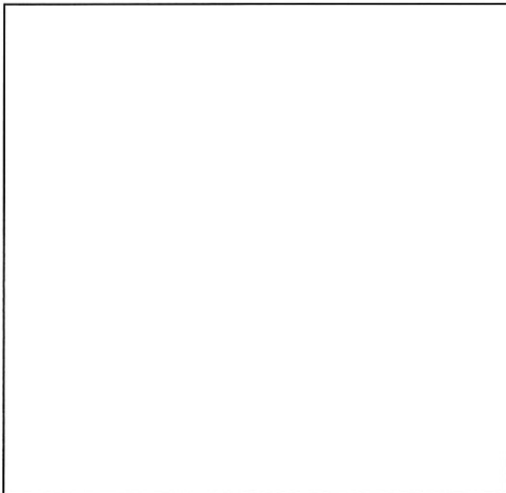
I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____ (date), at _____, _____m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at _____ (city), California, on _____ (date).

(Signature of Person Making Service)



**STATE OF CALIFORNIA
COUNTY OF _____**

On _____ (date), before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Recording Requested By:	
Owner - School District	
When Recorded Mail To:	
Name	River Delta Unified School District
Street Address	445 Montezuma Street
City & State	Rio Vista, CA 94571

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION
(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

- The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
Fee Simple Title (e.g. fee, leasehold, joint tenancy, etc.)
- The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:

Name	Street and No.	City	State
<u>River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571</u>			
- The name and address of the direct contractor for the work of improvement as a whole is:
Indoor Environmental Services, 1512 Silica Ave., Sacramento, CA 95815
- This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).
- If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
N/A
- The name and address of the construction lender, if any, is:
N.A
- On the 22nd day of June, 2018, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
District wide lighting retrofit (Prop. 39)
- The real property herein referred to is situated in the City of Courtland, County of Sacramento State of California, and is described as follows:
Bates Elementary School
- The street address of said property is:
180 Primasing Ave., Courtland, CA 95615
- If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 26, 2018

By: _____
 Signature of Owner of Owner's Authorized Agent
Don Beno, Superintendent

 Print Name

VERIFICATION

I, Don Beno, state: I am the Authorized Signer ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at Rio Vista (city), California.

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

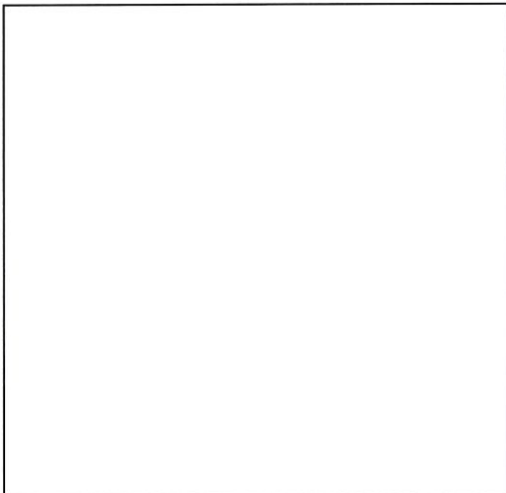
I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____ (date), at _____ m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at _____ (city), California, on _____ (date).

(Signature of Person Making Service)



**STATE OF CALIFORNIA
COUNTY OF _____**

On _____ (date), before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Recording Requested By:

Owner - School District

When Recorded Mail To:

Name River Delta Unified School District

Street Address 445 Montezuma Street

City & State Rio Vista, CA 94571

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
Fee Simple Title _____ (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:
Name _____ Street and No. _____ City _____ State _____
River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571
3. The name and address of the direct contractor for the work of improvement as a whole is:
Indoor Environmental Services, 1512 Silica Ave., Sacramento, CA 95815
4. This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).
5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
N/A
6. The name and address of the construction lender, if any, is:
N.A
7. On the 22nd day of June, 2018, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
District wide lighting retrofit (Prop. 39)
8. The real property herein referred to is situated in the City of Clarksburg, County of Yolo State of California, and is described as follows:
Clarksburg Middle School and Delta High School
9. The street address of said property is:
52870 Netherlands Ave., 52810 Netherlands Ave., Clarksburg, CA 95612
10. If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 26, 2018

By: _____

Signature of Owner of Owner's Authorized Agent

Don Beno, Superintendent

Print Name

VERIFICATION

I, Don Beno, state: I am the Authorized Signer ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____. (date), at Rio Vista (city), California.

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____, _____ (date), at _____, _____m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at _____ (city), California, on _____, _____ (date).

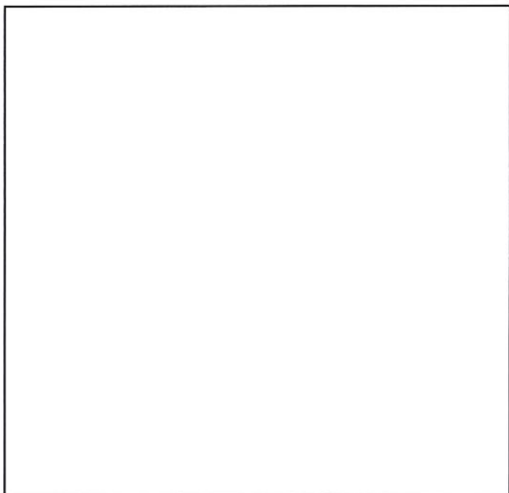
(Signature of Person Making Service)

**STATE OF CALIFORNIA
COUNTY OF _____**

On _____, _____ (date), before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Recording Requested By:
Owner - School District

When Recorded Mail To:

Name River Delta Unified School District

Street Address 445 Montezuma Street

City & State Rio Vista, CA 94571

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is:
Fee Simple Title _____ (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:
Name _____ Street and No. _____ City _____ State _____
River Delta Unified School District, 445 Montezuma Street, Rio Vista, CA 94571
3. The name and address of the direct contractor for the work of improvement as a whole is:
Indoor Environmental Services, 1512 Silica Ave., Sacramento, CA 95815
4. This notice is given for (check one):
 Completion of the work of improvement as a whole.
 Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).
5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:
N/A
6. The name and address of the construction lender, if any, is:
N.A
7. On the 22nd day of June, 2018, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:
District wide lighting retrofit (Prop. 39)
8. The real property herein referred to is situated in the City of Rio Vista, County of Solano
State of California, and is described as follows:
Rio Vista High School, Riverview Middle School and D.H. White Elementary School
9. The street address of said property is:
410 S. 4th Street, 510 So. Second Street, 500 Elm Way, Rio Vista, CA 94571
10. If this Notice of Completion is signed by the owner's successor in interest, the name and address of the successor's transferor is:
N/A

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 26, 2018

By: _____

Signature of Owner of Owner's Authorized Agent
Don Beno, Superintendent

Print Name

VERIFICATION

I, Don Beno, state: I am the Authorized Signer ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____. (date), at Rio Vista (city), California.

(Signature of Owner or Owner's Authorized Agent)

PROOF OF SERVICE DECLARATION

I, _____, declare that I served copies of the above **NOTICE OF COMPLETION**, (check appropriate box):

- a. By personally delivering copies to _____ (name(s) and title(s) of person served) at _____ (address), on _____, _____ (date), at _____, _____m. (time)
- b. By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____, _____ (date).
- c. By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury that the foregoing is true and correct.

Signed at _____ (city), California, on _____, _____ (date).

(Signature of Person Making Service)

**STATE OF CALIFORNIA
COUNTY OF _____**

On _____, _____ (date), before me, _____, Notary Public (name and title of officer) personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature