

# 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:

**May 14, 2019**

**Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA**

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 (@ 5:30 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** (@ 5:35 p.m.)  
Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_
5. Reconvene to Open Session (@ approx. 6:30 p.m.) Time: \_\_\_\_\_
  - 5.1 Retake Roll Call  
Member Fernandez \_\_\_; Member Olson \_\_\_; Member Riley \_\_\_; Member Stone \_\_\_;  
Member Elliott \_\_\_; Member Casillas \_\_\_; Member Mahoney \_\_\_
  - 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 agenda 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 act 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 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 Beno's Report(s)
      - 9.1.3.1 Friends of Clarksburg Services and Recreation

- 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 Ken Gaston, Director of MOT
  - 9.2.1 ADA/Enrollment Report - Elizabeth Keema-Aston
  - 9.2.2 Monthly Financial Report - Elizabeth Keema-Aston
  - 9.2.3 Maintenance, Operations & Transportation Update – Ken Gaston
- 9.3 Other – Educational Services' Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services
  - 9.3.1 Educational Services Update – Kathy Wright
  - 9.3.2 Outstanding Achievement in Attendance Awards 2018-2019 – Kathy Wright
- 9.4 River Delta Unified Teacher's Association (RDUTA) Update
- 9.5 California State Employee's Association (CSEA) Chapter #319 Update

10. **Consent Calendar**

- 10.1 Approve Board Minutes
  - Regular Meeting of the Board, April 9, 2019
  - Special Meeting of the Board, April 13, 2019
- 10.2 Receive and Approve Monthly Personnel Reports
  - As of May 14, 2019
- 10.3 District's Monthly Expenditure Report
  - April 2019
- 10.4 Request approval for site principals at Delta High and Rio Vista High Schools to authorize and approve overnight travel within the State of California for athletic and academic programs for the 2019-2020 school year – Vicky Turk and Laura Uslan
- 10.5 Request to approve the Independent Contract for Services Agreement with STAR Autism Support to provide training to district staff at a cost not to exceed \$9,950 – Special Educational Funds– Kathy Wright
- 10.6 Request to approve the contract with Ryland School Business Consulting to provide assistance on various projects for FY 2019-2020 – not to exceed \$8,000 – Elizabeth Keema-Aston
- 10.7 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 \$30,000 – Special Educational Funds – Kathy Wright
- 10.8 Donations to Receive and Acknowledge:
  - Delta High School**
    - Courtland Town Association \$1000
  - Clarksburg Middle School**
    - Courtland Town Association \$1000
  - Walnut Grove Elementary School – Summer STREAM Camp/Swim Lessons**
    - Harvey and Josephine Memorial Fund and Grow West \$12,500
    - Courtland Town Association \$1000
    - Les McMullen \$800
    - Victoria Turk \$80
    - Katrina Spradling \$80
    - Klytia & Steve Burcham \$160
    - Bailey House \$160
    - Antoinette Draxler \$160
    - Dale Lillak \$80
    - Larry Gorham \$150
    - Amy Bettencourt \$160
    - Antonia Slagle \$80
    - Holly Pauls \$80
    - Norman Spalding \$100
    - Ned Estill \$160
    - Linda Van Loben Sels \$200

**Walnut Grove Elementary School – Sly Park for 5<sup>th</sup>/6<sup>th</sup> Grade Students**

Harvey and Josephine Lyman Memorial Fund and Grow West \$3,661

Walnut Grove Rotary \$1,200

**Rio Vista High School – Joseph Turk Memorial Scholarship Fund**

Nancy Holt

**Rio Vista High School – 2019 “Night at the Gatsby” Prom**

Rio Vista Rotary Club

Robert & Susan Hickey

Joseph & Patricia Huyssoon

Leon Guzenda

James McPherson

Hector & Stefanie De La Rosa

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

**Action Items -- Individual speakers shall be allowed three minutes to address the Board on any agenda 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 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. For consideration and approval of the Superintendent Employee Agreement – Board President Fernandez

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 12. Request to approve the creation of a Spanish for Native Speakers course for the 2019-2020 school year at Delta High School – Laura Uslan

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 13. Request to approve and adopt the tentative agreement between California School Employees Association Chapter #319 and the River Delta Unified School District for 2018-2019– Don Beno

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 14. Request to approve the agreement with RGM and Associates for preparation and administration of the Bid and Award Process of the District’s Asphalt Paving Repairs – \$15,350 - Emergency Repair Program (ERP) Funds - Ken Gaston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 15. Request to approve the Notice of Award for the Rio Vista High School Access Road Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$52,970 – ERP Funds– Ken Gaston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 16. Request to approve the Notice of Award for the Walnut Grove Elementary School Playground Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$89,100 – ERP Funds Ken Gaston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 17. Request to approve the Notice of Award for the Delta High School Parking Lot Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$104,890.50 - ERP Funds– Ken Gaston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

- 18. Request to approve Resolution #761 Authorizing FY 2018-2019 expenditures from Educational Protection Act Funds (Prop. 30) – Elizabeth Keema-Aston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Fernandez \_\_\_\_; Member Olson \_\_\_\_; Member Riley \_\_\_\_; Member Casillas \_\_\_\_; Member Elliott \_\_\_\_; Member Stone \_\_\_\_; Member Mahoney \_\_\_\_

19. Request to approve Resolution #762 River Delta Unified School District declaring official intent to reimburse certain project costs and expenditures from future potential Bond proceeds – Elizabeth Keema-Aston

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_

Roll Call Vote:

Member Fernandez \_\_\_; Member Olson \_\_\_; Member Riley \_\_\_; Member Casillas \_\_\_; Member Elliott \_\_\_; Member Stone \_\_\_; Member Mahoney \_\_\_

20. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations or Exhibits due to new legislation or mandated language and citations revisions as of March 2019 – Don Beno

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_

21. Re-Adjourn to continue Closed Session, if needed

22. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) – Board President Fernandez

23. Adjournment

Motioned: \_\_\_\_\_ Second: \_\_\_\_\_ Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_ Absent: \_\_\_\_\_ Time: \_\_\_\_\_

***A copy of the full agenda is available for public review at each school site. A copy of the full agenda is available for public review at the District Office (with backup documents but without confidential closed session items), 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>.***

**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 or before Friday, May10, 2019, by or before 5:30p.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

**May 14, 2019**

**Clarksburg Middle School ♦ 52870 Netherlands, Clarksburg, CA**

**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 5:35 p.m. on May 14, 2019, at the Clarksburg Middle School, Clarksburg, 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 **Student Discipline** [Education Code Sections 49070 (c) and 76232 (c)]. – None

4.2 **Possible or Pending Litigation** [Government Code 54956.9(a)(b)(c)]  
Following Conference with Legal Counsel Following Conference with Legal Counsel (Parker & Covert, LLC; Girard, Edwards, Stevens & Tucker LLP) – Pending or Anticipated Litigation/Potential Case(s) Update(s)

4.2.1 Name(s) unspecified as disclosure would jeopardize the service of process and/or existing/possible settlement negotiations

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 Certificated

4.3.2 Classified

4.3.3 Public Employee(s) Searches, Appointment, Employment conditions

4.3.3.1 Superintendent

4.3.4 Complaint, Discipline, Dismissal, Non-Reelects, & Releases

4.3.5 Employee/Employer Negotiations [Government Code Section 3549.1 and 54957.6] Following negotiation meetings any/all units.

4.3.6.1 Administration

4.3.6.2 Confidential

4.3.6.3 RDUTA

4.3.6.4 CSEA

**5. Adjourn to Open Session (@6:30 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: \_\_\_\_\_

Jg

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 9.2.1

Type of item: (Action, Consent Action or Information Only): Information Only

**SUBJECT:** Monthly Enrollment and ADA Report (**APRIL**)

**BACKGROUND:** Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment and ADA for 2017-2018 and 2018-2019. 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 55 students** compared to the same month last year, *increasing* from 1,905 to 1,960. (Does not include Adult Ed)

District-wide enrollment **decreased by 1 student** compared to **last month (March)**, *decreasing* from 1,961 to 1,960. (Does not include Adult Ed)

District-wide attendance **increased 19 ADA** compared to **last month (March)**, *1,835 to 1,854*. (Does not include Adult Ed)

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board receives the information presented.

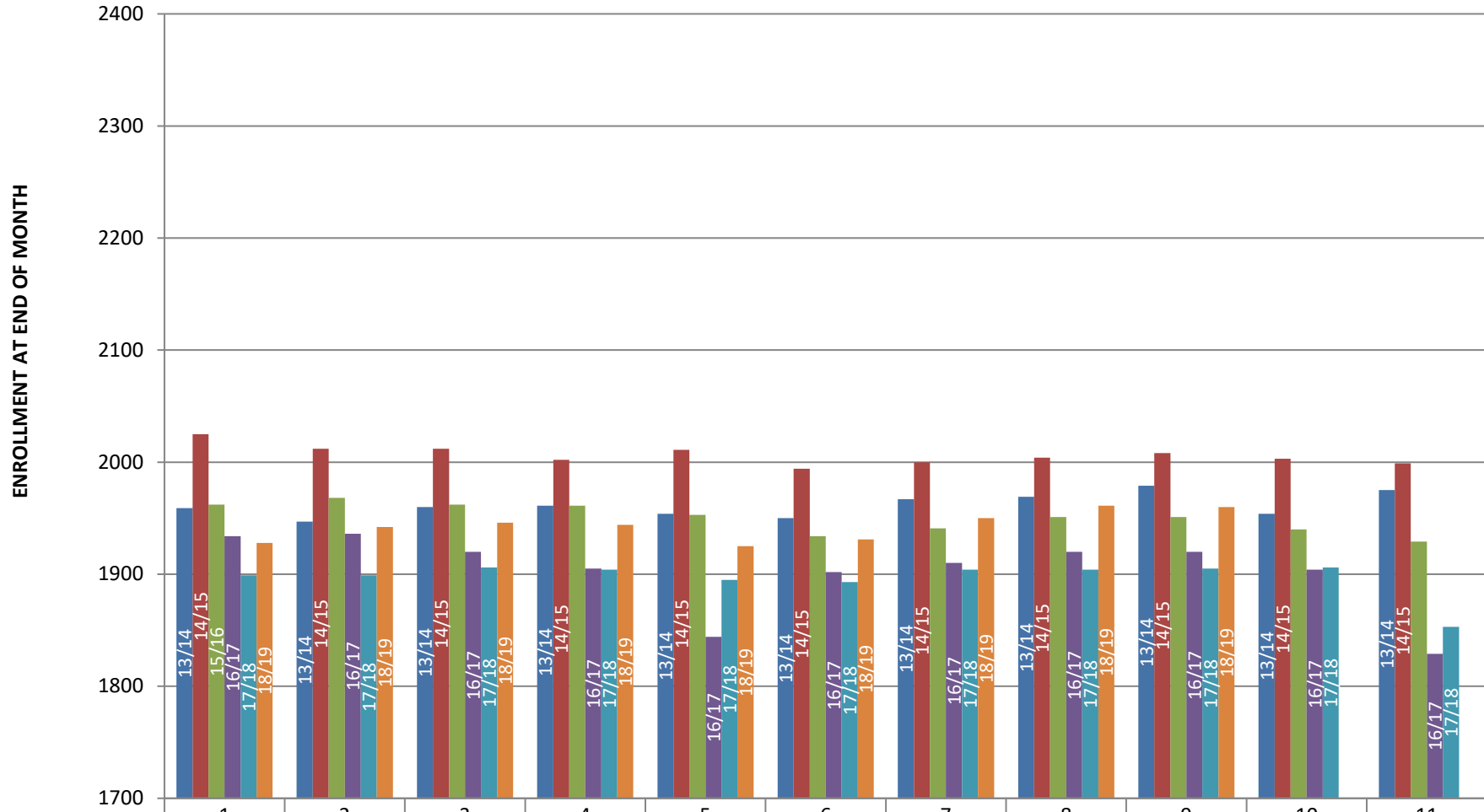
Time allocated: 3 minutes

SITE		AUG	AUG	% of ADA		SEPT	SEPT	Incr/Decr From Pr Month	% of ADA	OCT	OCT	Incr/Decr From Pr Month	% of ADA	NOV	NOV	Incr/Decr From Pr Month	% of ADA	DEC	DEC	Incr/Decr From Pr Month	% of ADA
		17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19		
BATES	ENR	136	118			132	121	3		137	122	1		137	127	5		129	127	0	
	ADA	133	116	98.3%		132	117		96.7%	130	117		95.9%	134	121		95.3%	132	120		94.5%
CLARKSBURG (7th & 8th Gr)	ENR	197	193			197	195	2		197	191	-4		194	192	1		197	192	0	
	ADA	193	188	97.4%		192	188		96.4%	191	188		98.4%	191	182		94.8%	187	184		95.8%
ISLETON	ENR	159	162			158	158	-4		162	158	0		161	158	0		162	150	-8	
	ADA	153	155	95.7%		151	153		96.8%	155	152		96.2%	155	151		95.6%	152	151		100.7%
RIVERVIEW	ENR	231	234			230	233	-1		231	236	3		231	235	-1		230	229	-6	
	ADA	226	222	94.9%		221	222		95.3%	218	226		95.8%	221	224		95.3%	220	217		94.8%
WALNUT GROVE	ENR	163	165			164	168	3		166	168	0		165	166	-2		162	167	1	
	ADA	158	158	95.8%		158	160		95.2%	159	163		97.0%	158	161		97.0%	156	156		93.4%
D.H. WHITE	ENR	352	333			353	346	13		349	350	4		356	350	0		335	333	-17	
	ADA	331	319	95.8%		337	327		94.5%	332	332		94.9%	334	335		95.7%	331	327		98.2%
ELEMENTARY SUB TOTAL	ENR	1,238	1,205			1,234	1,221	16		1,242	1,225	4		1,244	1,228	3		1,215	1,198	-30	
	ADA	1,194	1,158			1,191	1,167			1,185	1,178			1,193	1,174			1,178	1,155		
CLARKSBURG (9th Grade)	ENR	80	83			80	83	0		79	84	1		79	83	-1		81	82	-1	
	ADA	79	81	97.6%		78	80		96.4%	78	79		94.0%	74	78		94.0%	77	79		96.3%
DELTA HIGH	ENR	162	191			164	191	0		165	192	1		164	190	-2		166	190	0	
	ADA	160	183	95.8%		157	184		96.3%	157	183		95.3%	158	183		96.3%	156	179		94.2%
RIO VISTA HIGH	ENR	386	414			385	412	-2		387	407	-5		381	407	0		368	391	-16	
	ADA	372	398	96.1%		368	395		95.9%	367	393		96.6%	366	391		96.1%	365	391		100.0%
HIGH SCHOOL SUB TOTAL	ENR	628	688			629	686	-2		631	683	-3		624	680	-3		615	663	-17	
	ADA	611	662			603	659			602	655			598	652			598	649		
Mokelumne High (Continuation)	ENR	15	14			14	14	0		12	14	0		14	12	-2		12	12	0	
	ADA	12	11			12	12			10	11			12	11			12	9		
River Delta High/Elem (Alternative)	ENR	14	18			18	18	0		17	21	3		18	20	-1		17	15	-5	
	ADA	11	16			11	16			13	16			14	18			16	18		
Community Day	ENR	4	3			4	3	0		4	3	0		4	3	0		3	5	2	
	ADA	3	3			4	3			4	3			4	4			4	3		
TOTAL K-12 LCFF Funded	ENR	1,899	1,928			1,899	1,942	14		1,906	1,946	4		1,904	1,943	-3		1,862	1,893	-50	
	ADA	1,831	1,850			1,821	1,857			1,814	1,863			1,821	1,859			1,808	1,834		
Wind River- Adult Ed	ENR	0	0			40	30	30		48	27	-3		53	39	12		53	42	3	
TOTAL DISTRICT	ENR	1,899	1,928			1,939	1,972	44		1,954	1,973	1		1,957	1,982	9		1,915	1,935	-47	

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
		17-18	18-19			17-18	18-19			17-18	18-19			17-18	18-19		
BATES	ENR	136	125	-2		137	122	-3		137	123	1		133	122	-1	
	ADA	133	120			96.0%	134			120	98.4%			133	120		
CLARKSBURG (7th & 8th Gr)	ENR	196	191	-1		197	188	-3		196	188	0		196	189	1	
	ADA	185	184			96.3%	189			183	97.3%			189	177		
ISLETON	ENR	164	159	9		166	157	-2		167	159	2		165	158	-1	
	ADA	148	152			95.6%	155			151	96.2%			158	152		
RIVERVIEW	ENR	230	229	0		229	233	4		229	237	4		234	237	0	
	ADA	214	220			96.1%	216			222	95.3%			217	222		
WALNUT GROVE	ENR	167	173	6		166	176	3		169	179	3		170	181	2	
	ADA	159	161			93.1%	160			167	94.9%			159	168		
D.H. WHITE	ENR	348	341	8		350	350	9		352	356	6		357	360	4	
	ADA	331	331			97.1%	332			325	92.9%			327	322		
ELEMENTARY SUB TOTAL	ENR	1,241	1,218	20		1,245	1,226	8		1,250	1,242	16		1,255	1,247	5	
	ADA	1,170	1,168			1,186	1,168			1,183	1,161			1,193	1,184		
CLARKSBURG (9th Grade)	ENR	80	83	1		80	83	0		80	83	0		79	83	0	
	ADA	68	82			98.8%	76			79	95.2%			77	77		
DELTA HIGH	ENR	161	184	-6		166	191	7		165	188	-3		165	187	-1	
	ADA	149	171			92.9%	156			182	95.3%			157	180		
RIO VISTA HIGH	ENR	376	410	19		380	413	3		375	414	1		373	411	-3	
	ADA	361	402			98.0%	357			390	94.4%			350	387		
HIGH SCHOOL SUB TOTAL	ENR	617	677	14		626	687	10		620	685	-2		617	681	-4	
	ADA	578	655			589	651			584	644			584	643		
Mokelumne High (Continuation)	ENR	14	11	-1		13	11	0		13	9	-2		12	8	-1	
	ADA	11	7			12	8			11	8			11	5		
River Delta High/Elem (Alternative)	ENR	17	17	2		16	17	0		17	20	3		18	19	-1	
	ADA	13	14			13	14			13	17			12	17		
Community Day	ENR	3	5	0		3	5	0		4	5	0		3	5	0	
	ADA	2	4			3	4			3	5			3	5		
TOTAL K-12 LCFF Funded	ENR	1,892	1,928	35		1,903	1,946	18		1,904	1,961	15		1,905	1,960	-1	
	ADA	1,774	1,848			1,803	1,845			1,794	1,835			1,803	1,854		
Wind River- Adult Ed	ENR	55	45	3		57	48	3		58	52	4		58	56	4	
TOTAL DISTRICT	ENR	1,947	1,973	38		1,960	1,994	21		1,962	2,013	19		1,963	2,016	3	



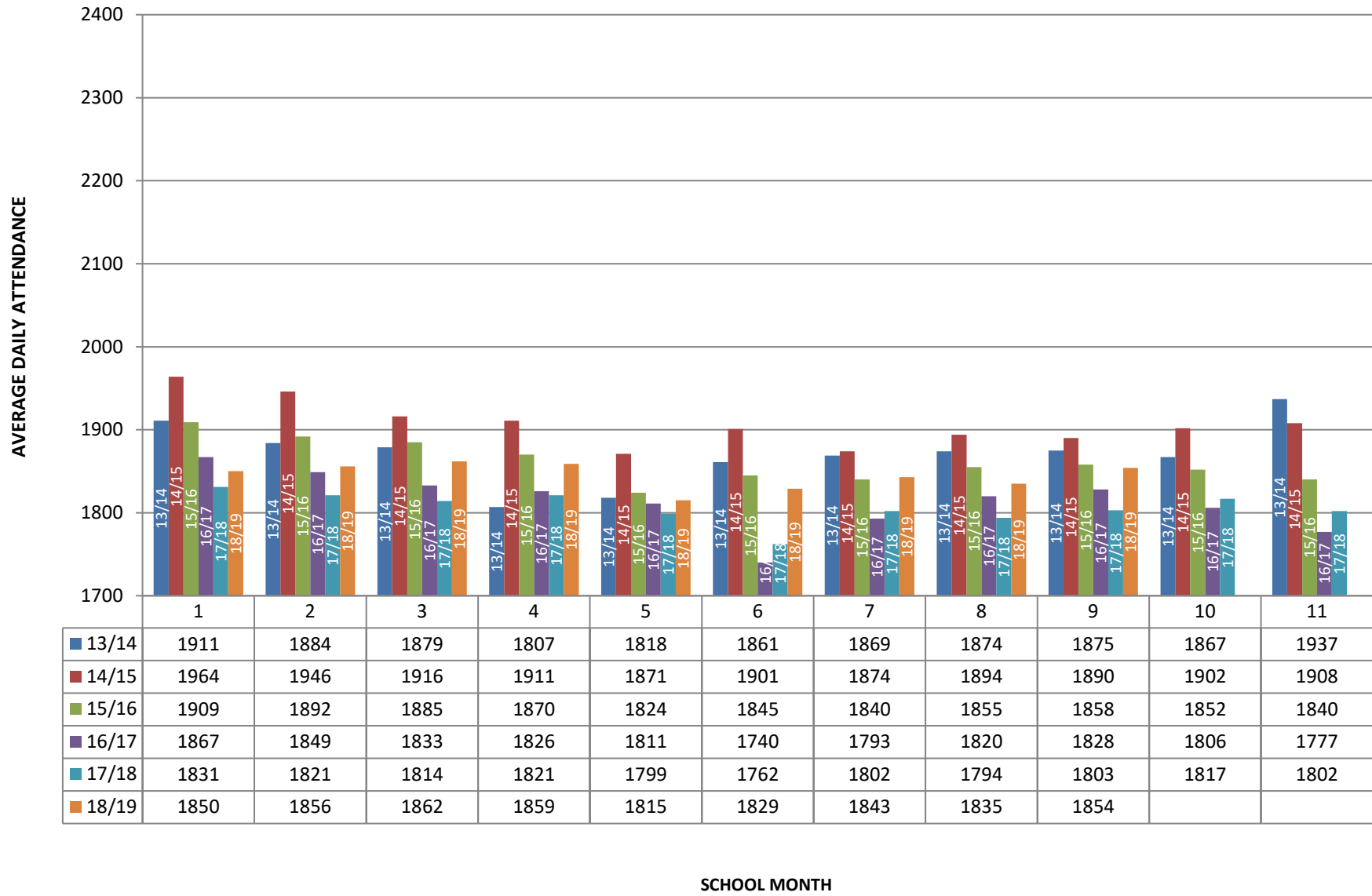
# ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
■ 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
■ 18/19	1928	1942	1946	1944	1925	1931	1950	1961	1960		

SCHOOL MONTH

## ACTUAL ATTENDANCE



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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Elizabeth Keema-Aston

Item Number: 9.2.2

Type of item: (Action, Consent Action or Information Only): Information Only

**SUBJECT:**

Monthly Financial Report

**BACKGROUND:**

Each month the Chief Business Officer prepares a monthly financial summary report, showing both budgeted and actual revenues and expenditures for each district fund for the prior month. The report includes: the percentage of the districts ending fund from the prior month, the percentage of the districts ending fund balance (reserves) at the end of the reported month.

This report does not include any encumbered expenditures

**STATUS:**

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES: NOT APPLICABLE**

**RECOMMENDATION:**

That the Board receives the Monthly Financial report as submitted

Time allocated: 5 minutes

**River Delta Unified School District**  
 2018-19 Working Budget vs. Actuals Report  
 April 30, 2019

Working Budget					Actuals thru: 4/30/2019					
	Beginning Balance ( A )	Net Income/ Contributions in ( B )	Expense/ Contributions out ( C )	Ending Balance ( D )	YTD Income ( E )	YTD Paid to Delta Charter ( F )	YTD Net Revenue ( G )	Percentage Received ( H )	YTD Expense ( I )	Percentage Spent ( J )
							(G/B=H)			(I/C=J)
<b>General Fund: (01)</b>										
Unrestricted	5,136,358	16,661,085	17,224,106	4,573,337	14,981,705	1,635,971	13,345,734	80.10%	13,535,548	78.58%
Restricted	726,556	7,586,776	7,882,172	431,159	2,369,579		2,369,579	31.23%	4,527,687	57.44%
Combined	5,862,914	24,247,861	25,106,278	5,004,496	17,351,285	1,635,971	15,715,314	64.81%	18,063,235	71.95%
<i>Dry Period Financing</i>					-		-			
<b>Other Funds</b>										
Adult Ed. ( 11 )	25,474	78,930	104,404	-	62,859		62,859	79.64%	54,543	52.24%
Child Development ( 12 )	-	296,765	296,765	-	223,947		223,947	75.46%	189,890	63.99%
Cafeteria ( 13 )	95,748	1,030,243	1,027,683	98,308	611,022		611,022	59.31%	705,174	68.62%
Sp. Res-Other than Cap. Outlay ( 17 )	69,107	900	-	70,007	688		688	76.44%	-	0.00%
Bond Fund ( 21 )	1,011,135	41,600	785,293	267,443	32,798		32,798	78.84%	785,293	100.00%
Bond Fund- SFID #1 South ( 22 )	113,137	662	110,292	3,507	662		662	100.00%	102,592	93.02%
Bond Fund - SFID #2 North ( 23 )	47,012	307	47,219	100	307		307	100.00%	41,095	87.03%
Developer Fees ( 25 )	357,898	1,036,399	253,256	1,141,041	888,183		888,183	85.70%	245,470	96.93%
County School Facilities ( 35 )	3,232	32	-	3,264	32		32	100.00%	-	0.00%
Capital Projects ( 49 )	20,248	517	20,565	200	516		516	99.81%	17,555	85.36%

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: 5-14-19

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 9.2.3

Type of item: (Action, Consent Action or Information Only): Information Only

**SUBJECT:**

Monthly MOT Information Report

**BACKGROUND:**

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

**STATUS:**

See attached monthly report for the period of April 2019

**PRESENTER:**

Ken Gaston

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board receives this information

Time allocated: 5 minutes

**Maintenance, Operations & Transportation**  
**Monthly Report for Board Meeting**  
**May 14, 2019**

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:**

- **Bates Elementary**
  - Cleaned all A/C coils at entire site - \$125.00
  
- **Delta High School**
  - Replaced ceiling tiles in portables 30 and 31 - \$1,854.72
  - Repaired broken back flow and poured new concrete slab behind Well - \$514.26
  
- **Isleton Elementary School**
  - Installed score board for after school program - \$737.50
  - Painted soccer field for after school program - \$167.50
  
- **Rio Vista High School**
  - Removed old concrete, reset and leveled poles, poured new concrete at parking lot - \$119.23
  - Removed and replaced 2 sections of retaining wall - \$100.20
  - Installed new motor for exhaust fan in welding shop; installed new reset switch for motor - \$614.00
  - Repaired leaning railing and installed new railing at football ramp - \$1,487.50
  
- **Riverview Middle School**
  - Replaced rotted wood and patched gutters - \$412.76
  - Installed locking doorknob on Conference Room - \$261.92
  - Installed new door and hardware on Room 6 - \$300.00
  - Installed new bottle filler drinking fountain in Bldg. D - \$372.16
  - Installed electrical plug for new drinking fountain - \$140.00
  - Painted soccer field for game - \$238.36
  
- **Walnut Grove Elementary School**
  - Replaced broken main water line and reconnected in grassy area - \$1,050.00
  - Cleaned all A/C coils and filters - \$137.50
  
- **District Office**
  - Cleaned out Board Room - \$112.50
  - Assembled and installed new shelving for storage container - \$1,613.50
  
- **Transportation Dept.**
  - South
    - Installed washer and dryer in shop - \$363.84
    - Installed new faucet in restroom - \$238.36
  - North
    - Adjusted gates so they don't drag, filled in pot holes - \$226.25

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: \_\_\_\_\_

From: Kathy Wright, Director of Educational Services

Item Number: 9.3.2

Type of item: Information Only

**SUBJECT:**

Recognition of eight River Delta RDUSD students for their outstanding achievement in attendance for the 2018-2019 school year

**BACKGROUND:**

Action Step 5 under Goal 5 of the River Delta Unified School District's Local Control Accountability Plan (LCAP) prioritizes increasing attendance districtwide. The district and site administration believe that celebrating students who set an exemplary example for all students by maintaining an outstanding attendance record is critically important.

**STATUS:**

River Delta Unified School District wants to recognize Vicente Becerra III, Carolina Medina, Lesly Garcia, Jesse Zucha, Jordan Patterson, Bryan Garcia, Jameson Torres, and Stephanie Estrada for their dedication, effort and perseverance to maintaining the most outstanding attendance record at their schools during the 2018-2019 school year.

**PRESENTER:**

Kathy Wright, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Laura Uslan, Maria Elena Becerra, Carrie Norris, Antonia Slagle, Nick Casey, Marcy Rossi, & Vicky Turk

**COST AND FUNDING SOURCES:**

No cost

**RECOMMENDATION:**

That the Board has the opportunity to meet and recognize these eight students for their dedication and perseverance to their education.

Time allocated: 10 minutes

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Don Beno, Superintendent

Item Number: 10.1

Type of item: (Action, Consent Action or Information Only): Consent Action

**SUBJECT:**

Request to approve the minutes from the regular meeting of the Board of Trustees on April 9, 2019 and the Special meeting of the Board of Trustees on April 13, 2019.

**BACKGROUND:**

Attached are the minutes from the Board of Trustee's meetings held on April 9, 2019 and on April 13, 2019

**STATUS:**

The Board is to review for approval

**PRESENTER:**

Don Beno, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Jennifer Gaston, Recorder

**COST AND FUNDING SOURCES:**

None

**RECOMMENDATION:**

That the Board approves the minutes a submitted

Time allocated: 3 minutes



# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### REGULAR MEETING

April 9, 2019

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 5:35 p.m. on April 9, 2019 at Bates Elementary School, Courtland, California.
2. **Roll Call of Members:**
  - Alicia Fernandez, President
  - Don Olson, Vice President
  - Marilyn Riley, Clerk (Absent)
  - Jennifer Stone, Member
  - Chris Elliott, Member (Arrived 6:25pm)
  - Rafaela Casillas, Member
  - Dan Mahoney, 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 @ 5:38 pm  
*Member Stone moved to approve, Member Olson seconded. Motion carried 5 (Ayes: Fernandez, Olson, Stone, Casillas, Mahoney): 0 (Nays): 2 (Absent: Riley, Elliott)*
5. **Open Session was reconvened at 7:01 pm**
  - 5.1 The Board of Trustees did not request the meeting to be recorded.
  - 5.2 Roll was retaken. Members Riley was absent. All other members were present.  
Also present: Don Beno, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
  - 5.2 Pledge of Allegiance was led by Otto Vielhauer, a student of Riverview Middle School.
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)  
Board President Fernandez reported that during Closed Session the Board received information and reviewed the stipulated expulsion of student case #1819-222-002. No action was taken on the information received and will vote later on the agenda regarding the expulsion case.
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 Stone seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*
8. **Public Comment:** None to report
9. **Reports, Presentations, Information**
  - 9.1 Board Member(s) and Superintendent Report(s) and/or Presentation(s):
    - 9.1.1 Board Members' report(s) Member Olson made a site visit to Isleton Elementary School. It was a quiet day; a few of the classes were on fieldtrips. Member Olson chaperoned Rio Vista High School's Prom stating the students were well behaved and seemed to have a good time. Member Olson commented that, in general, this graduating class is a great group of kids. Member Olson also commented that Rio Vista High School hosted a "Coffee" activity for the Honor Roll students. It was heavily attended.

Member Fernandez attended a portion of the "Every 15 Minutes" program at Delta High School. Member Fernandez is pleased to see Delta High schools participate in this program again. She feels it is beneficial for the community as well as the students, being that the river is so close. This program reinforces not driving while being under the

influence of drugs and or alcohol. She noted that, if this program reaches just one student or individual and influences them not to drive under the influence, it was a success. Member Fernandez hopes that both high schools will continue to participate a minimum of every four years, so that each student has the opportunity to experience it at least once during high school.

Member Elliott reported that he attended the Delta High and Clarksburg Middle Schools annual play. The production "Most Likely To: The Senior Superlative Musical" was directed by Marty Elliott. He mentioned that the play was enjoyed by all, and both nights were sold out.

9.1.2 Committee Report(s): None to report

9.1.3 Superintendent Beno's report(s): Mr. Beno mentioned that the school sites will be holding their Open Houses in the next few weeks and encouraged the Board members to attend.

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 Ken Gaston, Director of MOT

9.2.1 ADA/Enrollment Report - Elizabeth Keema-Aston reported that the changes in enrollment from prior month had an increase of 15 students. However, the ADA was reported with a decrease of ten. The March enrollment was 1961 and the ADA was 1835 with a yield of 93.6%.

9.2.2 Monthly Financial Report - Elizabeth Keema-Aston reported as submitted.

9.2.3 Maintenance, Operations & Transportation Update – Ken Gaston reported the bid schedule has been finalized for the paving projects. Advertising for these projects will begin on April 11<sup>th</sup>. Bids are due on May 7, 2019. The awarding bids will be presented to the Board at the Board meeting on May 14 for approval. Mr. Gaston also reported that two rotten PG & E polls are being replaced at Delta High School, and the scoreboard in the gym at Isleton Elementary School has been replaced. The maintenance staff is preparing for the warmer weather making sure the coolers and air conditioners are working properly. The Sacramento Area Sewer District (SASD) made a site visit to clarify where they can access the property during the construction of the Walnut Grove Pump Station Abandonment Project. And lastly, he reported that the district office has been power washed, and a few small repairs have been completed.

9.3 Other – Educational Services' Reports and/or Presentation(s) – Kathy Wright, Director of Educational Services

9.3.1 Educational Services Update – Kathy Wright reported that LCAP feedback is coming in from the stakeholders and district has received many great suggestions and compliments. Mrs. Wright noted that, at this time of year the Educational Services department is very busy writing reports and updates in preparation for submitting multiple plans. Such as, the Migrant Education District Services Agreement (DSA), LCAP Annual revisions including an additional federal addendum, Low Performing Student's Grant, and the First Five Sustainability Plan.

9.3.2 Special Education Update – Danielle Tharp gave the Board an update of the Special Education Comprehensive Review and the processes and procedure that have been implemented to rectify the errors. These processes and procedures will be followed moving forward. Mr. Beno explained that the California Department of Education (CDE) is looking more closely at each LEA in preparation for their own upcoming audit by the federal government. Mr. Beno commended Danielle for her hard work implementing the systems and training staff so these problems will not reoccur.

9.3.3 Williams Settlement Public Notification regarding sufficiency of teachers, facilities, and textbook and instructional materials, quarterly report (Third Quarter Jan.-Mar.) – Mrs. Wright reported that the district did not have any insufficiencies during the third quarter.

9.3.4 Student recognition – Otto Vielhauer – Mrs. Wright reported that Alyson Stiles, a teacher at Riverview Middle School, annually attends the Mathematics Educator Conference. Ms.

Stiles entered two of her students into the competition that is held at the conference. Ms. Stiles was notified that Otto Vielhauer had scored the highest out of all K-12 participants. Otto was invited to the conference for recognition. Otto gave a presentation to the Board showing them the problem and how he solved it during the competition. The Board congratulated him for a job well done and they were proud of him to be representing the District. Mrs. Wright acknowledge his other academic achievements and presented him with a gift card. Member Mahoney and Member Stone announced other accomplishments Otto has achieved outside of academics.

9.4 River Delta Unified Teacher's Association (RDUTA) Update – No report given

9.5 California State Employee's Association (CSEA) Chapter #319 Update - No report given

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, March 12, 2019

10.2 Receive and Approve Monthly Personnel Reports

As of April 9, 2019

10.3 District's Monthly Expenditure Report

March 2019

10.4 Request the Board's authorization for Mr. Beno to review and approve on behalf of the Board the District Service Agreement (DSA) with Butte County Office of Education Migrant Education Region 2 for Migrant Services in RDUSD for the 2019-2020 school year – Kathy Wright

10.5 Request to approve the Mathematics Session Agreements with Mathematics Education Collaborative (MEC) to provide staff development at a cost not to exceed \$13,800 - Educational Services Funds – Kathy Wright

10.6 Request to approve the Delta High School fundraising event "Texas Hold 'Em Game Night" to raise money for the Delta FFA members to attend the National FFA Convention – Laura Uslan

10.7 Request to approve the Independent Contract for Services Agreement with Brittingham Professional Development Seminars to provide staff development at a cost not to exceed \$7,500 – Educational Services Funds – Kathy Wright

10.8 Request the Board to deem as surplus and of zero value, a screen print machine from Rio Vista High School – Victoria Turk

10.9 Donations to Receive and Acknowledge:

**D.H. White Elementary School**

Casey's Auto Body, Inc – College Day T-Shirts - \$250

Meredith Bird-Marinucci – Student Store - \$100

**Riverview Middle School**

Beth Brockhouse - \$89.74

**Isleton Elementary School**

Isleton Fire Department - United States and California Flags - \$80

*Member Mahoney moved to approve, Member Elliott seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

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

**Action Items -- Individual speakers shall be allowed three minutes to address the Board on any agenda 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 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 approval to Seek a Request for Proposal (RFP) for a Food Services Management Contractor (FSMC) starting FY 2019-2020 – Elizabeth Keema-Aston

*Member Olson moved to approve, Member Casillas seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

12. Report of action in Closed Session regarding student discipline, including votes on each individual case and to approve suggested rehabilitation plan – Case number 1819-222-002 [Education Code Sections 49070 (c) and 76232(c)]: - Board President Fernandez

*Member Fernandez moved to approve stipulation agreement as presented, Member Stone seconded. Motion carried 5 (Ayes: Fernandez, Olson, Stone, Casillas, Mahoney): 0 (Nays): 1 (Abstain: Elliott) 1 (Absent: Riley)*

13. Request to approve the three-year (3) renewal lease agreement with Sacramento Employment and Training Agency (SETA-Head Start) for operation of the Preschool Program at Walnut Grove Elementary School FY 2019-2020 through 2021-2022– Elizabeth Keema-Aston

*Member Casillas moved to approve, Member Olson seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

14. Request to approve the purchase of an Epilog Zing Laser Cutter for the Rio Vista High School's Construction pathway. The cost of this equipment is \$17,594.59 paid from CTIG Funds – Kathy Wright

*Member Olson moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

15. Request to approve the purchase of a 2019 GMC Chevrolet Silverado 2500 HD truck for Delta High School's Agriculture Mechanics Department. The cost of this vehicle is \$31,589.63 paid with CTIG Funds – Kathy Wright

*Member Fernandez moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

16. Re-Adjourn to continue Closed Session was not necessary.

17. 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 Olson moved to approve, Member Casillas seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

18. The meeting was adjourned at 8:06 p.m.

Submitted:

Approved:

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Don Beno, Superintendent and  
Secretary to the Board of Trustees

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Alicia Fernandez, President, Board of Trustees

By: Jennifer Gaston, Recorder  
End

# RIVER DELTA UNIFIED SCHOOL DISTRICT

## MINUTES

### SPECIAL MEETING

April 13, 2019

1. **Call Open Session to Order** – Board President Fernandez called the Open Session of the meeting of the Board of Trustees to order at 8:00 a.m. on April 13, 2019 at the District Office of the River Delta Unified School District, Rio Vista, California.

2. **Roll Call of Members:**

Alicia Fernandez, President  
Don Olson, Vice President  
Marilyn Riley, Clerk (Absent)  
Jennifer Stone, Member  
Chris Elliott, Member  
Rafaela Casillas, Member  
Dan Mahoney, Member

Also present: David Gordon, Sacramento County Superintendent of Schools

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 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 @ 8:03 pm

*Member Mahoney moved to approve, Member Stone seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

4.1 Public Employee(s): Searches, Appointment, Employment

4.1.1 Meeting with Search Advisor, David Gordon, Sacramento County Superintendent of Schools

4.1.2 Conduct Superintendent Candidates Interviews (@8:30 am) – The Board interviewed six candidates choosing one final candidate.

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

Board President Fernandez reported that the Board conducted Superintendent Candidate Interviews. The Board took no actions during closed session.

6. Adjournment: There being no further business before the Board, Board President Fernandez asked for a motion to adjourn.

*Member Casillas moved to approve, Member Mahoney seconded. Motion carried 6 (Ayes: Fernandez, Olson, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 1 (Absent: Riley)*

6 The meeting was adjourned at 3:35 p.m.

Submitted:

Approved:

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Alicia Fernandez,  
President Board of Trustees

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Marilyn Riley,  
Clerk, Board of Trustees

By: Jennifer Gaston, Recorder  
End

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Bonnie Kauzlarich, Director of Personnel

Item Number: 10.2

Type of item: (Action, Consent Action or Information Only): Consent Action

**SUBJECT:** MONTHLY PERSONNEL TRANSACTION REPORT

**BACKGROUND:**

**STATUS:**

**PRESENTER:**

Don Beno, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves the Monthly Personnel Transaction Report as submitted

Time allocated: 2 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT  
PERSONNEL TRANSACTION AND REPORT  
DATE: May 14, 2019

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
<b>**ADMINISTRATIVE**</b>			
<b>**CERTIFICATED**</b>			
Megan Davis	Rio Vista High	Art Teacher 1.0 FTE	Resigned effective *6/7/19
Heather Mason	Rio Vista High	English Teacher 1.0 FTE	Resigned effective *6/7/19
Sarah Kwon	Clarksburg Middle/Delta High	Science Teacher 1.0 FTE	Resigned effective *6/7/19
Faith Bardet	Clarksburg Middle/Delta High	Art Teacher .83 FTE	Resigned effective *6/7/19
Kelli Mahoney	Rio Vista High	English Teacher 1.0 FTE	Hired effective **8/2/19 (Vice Heather Mason)
Molly Bertz	D.H. White School	Kindergarten Teacher 1.0 FTE	Hired effective **8/2/19 (Vice New)
Nikki Burgess	Clarksburg Middle/Delta High	Science Teacher 1.0 FTE	Hired effective **8/2/19 (Vice Naomi Elliott)
Chase Vinsky	Rio Vista High	English Teacher 1.0 FTE	Hired effective **8/2/19 (New)
Elias Rivera	Rio Vista High	Art Teacher 1.0 FTE	Hired effective **8/2/19 (Vice Megan Davis)
Betzabel Ortiz-Shelton	Clarksburg Middle/Delta High	Math Teacher 1.0 FTE	Resigning .50% of her F/T position effective *6/7/19
Judi Arel	D.H. White School	TK/Kindergarten Teacher 1.0 FTE	Hired effective **8/2/19 (Vice Karen Hemman)
Karen Hemman	Isleton Elementary	Kindergarten Teacher 1.0 FTE	Transfer effective **8/2/19 (Vice Steve Wright)
Frederick Logan	Riverview Middle School	Science Teacher 1.0 FTE	Hired effective **8/2/19 (Vice Kao Saephanh)
<b>**CLASSIFIED MANAGEMENT**</b>			
<b>**CLASSIFIED**</b>			
Jenny Torres	Rio Vista High	Inst. Asst. III 7 hrs/day	Resigned effective *4/19/19
Jessica Hardwick	Isleton Preschool	Preschool Associate Teacher 7 hrs/day	Resigned effective *5/15/19
Marianne Matlock	D.H. White School	Inst. Asst. III 3.75 hrs/day	Hired effective **4/9/19(New)
Katherine Bambeck	Rio Vista High Cafeteria	Food Service Wrkr II 5 hrs/day	Hired effective **4/9/19(Vice Anita McGahey)
Gina Pallotta	D.H. White School	Custodian I 1.0 FTE	Hired effective **4/8/19 (Vice Jeremy Stone)
Linda Garcia	District	MOT Secretary 1.0 FTE	Retiring effective *6/30/19
Heather Goss	First 5	1st 5 Schl Readiness Coord 1.0 FTE	Resigned effective *5/7/19
Hannah Simpson	District	Speech, Lang. Path. Asst. 7 hrs/day	Resigned effective *6/7/19

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments:  X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number:  10.3

Type of item: (Action, Consent Action or Information Only):  Consent

**SUBJECT:** Approve Monthly Expenditure Summary

**BACKGROUND:** The Staff prepares a report of expenditures for the preceding month.

**STATUS:**

**PRESENTER:** Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**  
Not Applicable

**RECOMMENDATION:**

That the Board approves the monthly expenditure report as submitted

Time allocated: 3 minutes



Cutoff amount: \$1.00

Select vendors with 1099 flags: of any setting.

Select payments with 1099 flags: of any setting.

Input file: Unknown Updated:

Report prepared: Mon, May 06, 2019, 9:27 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014713 806 TECHNOLOGIES 5760 LEGACY DRIVE #B3-176 PLANO, TX 75024  (877) 331-6160 N	4,050.00	7065 ED SV SOFTWARE	04/16/2019	19466468 PO-190857	4,050.00	N
000009 ABEL CHEVROLET-PONTIAC-BUICK 280 NO FRONT STREET P.O. BOX 696 RIO VISTA, CA 94571-0696  (707) 374-6317 N	31,589.63	CTEIG AG VEHICLE	04/25/2019	19467978 PO-191195	31,589.63	N
013287 ACSA FOUNDATION FOR ED ADMIN 1575 BAYSHORE HIGHWAY BURLINGAME, CA 94010  (800) 608-2272 N	324.90	MARCH 19 DUES	04/09/2019	19465172 PV-190540	324.90	N
014919 AGUAYO, CRYSTAL PO BOX 691 WALNUT GROVE, CA 95690  (916) 893-7657 N	14.95	ASP CPR	04/16/2019	19466501 TC-190259	14.95	N
014880 AIR ONE MECHANICAL 23468 RANCHO RAMON CT TRACY, CA 95304  (209) 914-3354 N	929.50	171456 MAINT HVAC SERVICES	04/09/2019	19465141 PO-191000	929.50	N
002739 ALL WEST COACHLINES INC 7701 WILBUR WAY SACRAMENTO, CA 95828  (916) 423-4000 N	3,403.10	71135 WG FIELD TRIP BUS 71135 WG FIELD TRIP BUS 70919 DHS SPRTS TRANS	04/09/2019 04/09/2019 04/25/2019	19465120 PO-190967 19465120 PO-190967 19467992 PO-190277	1,460.30 1,026.30 916.50	N N N
014923 AMERICA'S TIRE	585.12	1508048 TRANS SUPPLIES	04/25/2019	19468003 PO-191300	585.12	N

9696 BRUCEVILLE RD  
ELK GROVE, CA 95757

( 0) - 0 N

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CTEIG RVHS SUPPLIES	04/16/2019	19466469	PO-191042	105.54-	N
CTEIG RVHS SUPPLIES	04/16/2019	19466469	PO-191042	1,499.00	N
ISLE SUPPLIES	04/16/2019	19466469	PO-191054	671.60	N
WIND RIVER SUPPLIES	04/16/2019	19466469	PO-191057	79.00	N
WIND RIVER SUPPLIES	04/16/2019	19466469	PO-191057	168.54	N
RVHS RPLCMT LAMP	04/16/2019	19466469	PO-191069	109.98	N
RVHS RPLCMT LAMP	04/16/2019	19466469	PO-191069	8.94	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099
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014367 BANK OF AMERICA (Continued...)		RVHS RPLCMT LAMP	04/16/2019	19466469	PO-191069	8.94	N
		BATES PROJECTORS	04/16/2019	19466469	PO-191083	2,041.85	N
		TRANS 2 LAPTOPS	04/16/2019	19466469	PO-191084	1,017.43	N
		DHW SUPPLIES	04/16/2019	19466469	PO-191086	218.24	N
		DHW SUPPLIES	04/16/2019	19466469	PO-191086	17.73	N
		DHW SUPPLIES	04/16/2019	19466469	PO-191086	17.73	N
		RVHS SAN DIEGO HOTEL DEPST	04/16/2019	19466481	PO-191088	666.66	N
		RVHS CONF AIRFARE	04/16/2019	19466469	PO-191090	413.88	N
<hr/>							
012586 BAY ALARM	8,733.87	RMS ALARM	04/09/2019	19465143	PO-190124	475.65	N
60 BERRY DRIVE		DO ALARM	04/09/2019	19465173	PV-190542	204.00	N
PACHECO, CA 94553		DO ALARM	04/09/2019	19465173	PV-190542	329.28	N
		RVHS ALARM	04/09/2019	19465173	PV-190542	163.53	N
(209) 465-1986	N BALCO HOLDINGS	DW ALARM	04/09/2019	19465173	PV-190542	1,782.36	N
		BATES ALARM	04/09/2019	19465173	PV-190542	260.37	N
		RVHS ALARM	04/09/2019	19465173	PV-190542	113.97	N
		RMS FIRE MONITORING	04/09/2019	19465173	PV-190542	4,944.72	N
		RVHS ALARM	04/09/2019	19465173	PV-190542	429.99	N
		BATES ALARM	04/09/2019	19465173	PV-190542	30.00	N
<hr/>							
011165 BAY ALARM COMPANY	668.41	ISLE ALARMS	04/09/2019	19465142	PO-190186	98.41	N
ACCOUNT #13410		DHW ALARM	04/09/2019	19465142	PO-190245	500.00	N
P.O. BOX 7137		DHW ALARM	04/09/2019	19465142	PO-190245	70.00	N
SAN FRANCISCO, CA 94120-7137							
( ) -	N						
<hr/>							
012147 BECERRA, LUCIA	354.07	ASP SUPPLIES	04/16/2019	19466482	PO-190688	29.07	N
P.O. BOX 64		ASP SUPPLIES	04/16/2019	19466482	PO-190688	29.07	N
RYDE, CA 95680		ASP SUPPLIES	04/16/2019	19466482	PO-190688	29.07	N
		ASP MILEAGE	04/16/2019	19466502	TC-190260	88.95	N
( 0) - 0	N	ASP MILEAGE	04/16/2019	19466502	TC-190260	88.95	N
		ASP MILEAGE	04/16/2019	19466502	TC-190260	88.96	N
<hr/>							
012286 BLICK ART MATERIALS	148.88	1289694 RMS SUPPLIES	04/11/2019	19465845	PO-191049	148.88	N
P.O. BOX 1267							
GALESBURG, IL 61402-1267							
(800) 447-8192	N						

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014614 BUCKMASTER 623 W. STADIUM LANE SACRAMENTO, CA 95834  (916) 923-0500 N	411.98	368750 DHS PRINTER SUPPLIES 369968 DHS SERV	04/09/2019 04/25/2019	19465144 PO-190878 19467979 PO-190878	147.54 264.44	N N
001094 BUREAU OF EDUCATION & RESEARCH ACCOUNTS RECEIVABLE P.O. BOX 96068 BELLEVUE, WA 98009-9668  (800) 735-3503 N	269.00	4889907 WG REGIST	04/11/2019	19465846 PO-191035	269.00	N
013717 BURGHARDT, WENDY 728 LAUREL WAY RIO VISTA, CA 94571  ( ) - N	120.60	SP ED RVHS CONF REIMB	04/16/2019	19466503 TC-190261	120.60	N
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745  (209) 531-3928 N	458.75	102011 TRANS PARTS	04/09/2019	19465145 PO-190943	458.75	N
010825 CABE 20888 AMAR ROAD WALNUT, CA 91789  (626) 814-4441 N	2,155.00	A19476 MIG ED CABE REGIST S21575 DHS CABE	04/11/2019 04/25/2019	19465847 PO-190972 19467980 PO-190814	930.00 1,225.00	N N
000023 CAILLES, MARIE 3012 SUBARU CT. SACRAMENTO, CA 95826  ( ) - N	97.41	BATES SUPPLIES	04/09/2019	19465122 PO-190464	97.41	N
003681 CALIFORNIA AMERICAN WATER	616.37	ISLE WATER SERV	04/16/2019	19466490 PV-190567	167.16	N



P.O. BOX 7150  
PASADENA, CA 91109-7150

ISLE WATER SERV  
ISLE WATER

04/16/2019 19466490 PV-190567  
04/18/2019 19466940 PV-190579

232.16 N  
217.05 N

(888) 237-1333

N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012680 CALIFORNIA DEPARTMENT OF ACCOUNTING OFFICE 1430 N STREET SACRAMENTO, CA 95814  ( 0) - 0 N	1,378.76	C-061760 REFUND 17/18 FSCL YR	04/09/2019	19465174 PV-190543	1,378.76	N
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742  (800) 638-7301 N GLOBAL LABS IN	350.00	MAINT WATER TESTING	04/11/2019	19465854 PO-190687	350.00	N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047  (209) 369-6887 N	1,134.68	ISLE WASTE	04/16/2019	19466491 PV-190568	1,134.68	N
014877 CAMACHO, MARIA PO BOX 553 COURTLAND, CA 95615  ( 0) - 0 N	88.28	MIG ED MILEAGE CONF	04/18/2019	19466951 TC-190272	88.28	N
011595 CAPITAL AUTISM SERVICES 6400 FREEPORT BLVD SACRAMENTO, CA 95822  (916) 427-2273 N ADVANCE EDUCAT	7,310.60	1788191 SP ED NPS DUES 1788193 SP ED NPS DUES 1788192 SP ED NPS DUES	04/11/2019 04/11/2019 04/11/2019	19465855 PO-190416 19465855 PO-190416 19465855 PO-190416	1,599.64 3,183.17 2,527.79	N N N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513  ( 0) - 0 N	55.27	DHW SUPPLIES	04/09/2019	19465146 PO-190209	55.27	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014492 CATA PO BOX 186 GALT, CA 95632  (209) 744-1614	437.00	DHS CATA CONF DHS CATA CONF	04/09/2019 04/09/2019	19465123 PO-191066 19465123 PO-191066	218.50 218.50	N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251  ( 0) - 0	2,288.21	BATES WASTE WG WASTE MOKE WASTE TRANS WASTE	04/16/2019 04/16/2019 04/16/2019 04/18/2019	19466492 PV-190569 19466492 PV-190569 19466492 PV-190569 19466941 PV-190580	1,202.97 880.19 76.88 128.17	N N N N
014917 CHAVEZ, KARLA ,  ( 0) - 0	377.57	CABE CONF REIMB CABE CONF REIMB	04/16/2019 04/16/2019	19466504 TC-190263 19466504 TC-190263	214.95 162.62	N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641  (916) 777-7847	4,500.00	190327-001 HVAC REPAIRS	04/25/2019	19468008 PV-190591	4,500.00	N
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039  ( 0) - 0	262.76	33306729 CMS XEROX LEASE	04/16/2019	19466470 PO-190362	262.76	N
014742 CITY OF ANTIOCH RECREATION DIV 4703 LONE TREE WAY ANTIOCH, CA 94531  (925) 776-3050	1,926.00	ISLE FIELD TRIP 5/31 #5690	04/11/2019	19465848 PO-191096	1,926.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641  (916) 777-7770	410.60	73069 ISLE SEWER	04/09/2019	19465147 PO-190246	410.60	N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571  ( 0) - 0	37,664.64	DISTRICT OFFICE/WATER/SEWER DISTRICT OFFICE/WATER/SEWER RVHS WATER DHW WATER RMS WATER/SEWER RMS WATER/SEWER	04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019	19466942 PV-190578 19466942 PV-190578 19466948 PV-190586 19466949 PV-190587 19466950 PV-190588 19466950 PV-190588	1,257.70 274.11 17,735.31 8,714.03 5,369.07 4,314.42	N N N N N N
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571  ( 0) - 0	36.48	ISLE PRE SCL SUPPLIES	04/11/2019	19465869 PO-190976	36.48	N
014925 COIT SERVICES 3499 BUSINESS DR SACRAMENTO, CA 95820  (800) 367-2648	700.00	536648 DHS HVAC CLEANING	04/25/2019	19468009 PV-190592	700.00	N
012507 COMMITTEE FOR CHILDREN 2815 SECOND AVENUE SUITE 200 SEATTLE, WA 98121-3207  (800) 634-4449	130.00	294801 DHW SUPPLIES 294801 DHW SUPPLIES 294801 DHW SUPPLIES	04/11/2019 04/11/2019 04/11/2019	19465849 PO-191002 19465849 PO-191002 19465849 PO-191002	10.56 130.00 10.56	N N N
014215 CONTERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357  (704) 936-1722	1,800.22	33023 DW NETWORK 33023 DW NETWORK	04/09/2019 04/09/2019	19465175 PV-190544 19465175 PV-190544	15,104.85 16,905.07	N N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014871 CSEA MEMBER BENEFITS 2045 LUNDY AVENUE SAN JOSE, CA 95131  (408) 432-6249 N	327.00	23948 SP ED PARA EDUCATOR CONF	04/11/2019	19465850 PO-190908	327.00	N
000907 CSUS FOUNDATION-MASE CENTER 6000 J STREET SACRAMENTO, CA 95819-6125  (916) 278-5487 N	110.00	03-2019-210 ISLE GLENDE REGIST	04/09/2019	19465124 PO-191068	110.00	N
013876 DATAPATH PO BOX 396009 SAN FRANCISCO, CA 94139  (888) 693-2827 N	31,581.92	140191 RVHS PROJECTOR 141399 DW MONTHLY SERVICES 141399 DW MONTHLY SERVICES 141399 DW MONTHLY SERVICES 141399 DW MONTHLY SERVICES 141399 DW MONTHLY SERVICES 141399 DW MONTHLY SERVICES 141374 SP ED CHROMEBOOKS CRT 141373 ED SV CHRMBKS 141373 ED SV CHRMBKS CRT 141372 RVHS PRINTER 140923 CMS CHROMEBOOKS	04/09/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/18/2019 04/25/2019	19465176 PV-190545 19466483 PO-190202 19466483 PO-190202 19466483 PO-190202 19466483 PO-190202 19466483 PO-190202 19466489 PO-190202 19466471 PO-191059 19466471 PO-191082 19466471 PO-191082 19466927 PO-191077 19467981 PO-190959	380.60 111.50 8,361.08 2,229.67 111.50 111.50 223.00 4,805.00 1,215.98 11,540.46 1,450.00 390.73 650.90	N N N N N N N N N N N N N
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087  (800) 736-0220 N	1,600.60	62925847 ED SV COPIER LEASE 62925847 ED SV COPIER LEASE 63013100 WG LEASE 63013106 F5 LEASE 63183964 BUS OFF SAVIN LEASE 63168888 DO SAVIN LEASE 63168888 DO SAVIN LEASE 63163528 CDS LEASE 63163528 MOKE LEASE	04/11/2019 04/11/2019 04/11/2019 04/11/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019	19465856 PO-190045 19465856 PO-190045 19465856 PO-190190 19465856 PO-190272 19466933 PO-190039 19466933 PO-190040 19466933 PO-190040 19466933 PO-190371 19466933 PO-190371	50.00 138.62 167.01 80.81 168.10 200.00 437.48 310.00 48.58	N N N N N N N N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612	147,311.00	APRIL TAX IN LIEU 17/18	04/09/2019 04/09/2019	19465177 PV-190546 19465177 PV-190546	140,847.00 6,464.00	N N

(916) 995-1335

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014918 DIAZ, CLAUDIA ,	301.92	CABE CONF REIMB	04/16/2019	19466505 TC-190262	214.95	N
		CABE CONF REIMB	04/16/2019	19466505 TC-190262	86.97	N
( 0) - 0						N
014466 DIESEL EMISSIONS SERVICE 4522 PARKER AVE #200 MCCLELLAN, CA 95652	22,280.07	3-40584 TRANS SUPPLIES	04/11/2019	19465857 PO-190091	14,966.59	N
		340791 TRANS SUPPLIES	04/18/2019	19466934 PO-190091	7,215.02	N
		4258511 TRANS SUPPLIES	04/18/2019	19466934 PO-190091	98.46	N
(916) 473-7393						N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY SANTA ROSA, CA 95407	488.84	55E1501582 ISLE SERV CONTRACT	04/25/2019	19467993 PO-190253	196.40	N
		55E1495882 ISLE SERV CONTRACT	04/25/2019	19467993 PO-190253	166.26	N
		55E1497112 WG SERV CONTRACT	04/25/2019	19467993 PO-190260	31.70	N
		55E1499932 BATES MAINT AGRMNT	04/25/2019	19467993 PO-190372	94.48	N
(707) 570-1000						N
012452 DOLK, HEATHER 311 CHARDONNAY WAY RIO VISTA, CA 94571	56.00	ISLE SUPPLIES	04/25/2019	19468017 TC-190275	56.00	N
(707) 374-4836						N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328	163.27	5005834 DO WATER	04/09/2019	19465171 PV-190541	163.27	N
( 0) - 0						N DS WATERS OF A
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166	12,281.06	248762/248549/248774 FUEL	04/09/2019	19465148 PO-190035	4,846.97	N
		249230/249075 TRANS FUEL	04/11/2019	19465858 PO-190035	4,226.19	N
		249134/249042 TRANS FUEL	04/18/2019	19466935 PO-190035	3,100.56	N
		249134/248744 TRANS OIL	04/18/2019	19466935 PO-190093	107.34	N
( 0) - 0						N
013194 EAGLE SOFTWARE 1065 N PACIFICENTER DRIVE	525.00	CONF-18440 RICKETTS REGIST	04/09/2019	19465125 PO-190917	525.00	N



SUITE 400  
ANAHEIM, CA 92806

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010413 EARLYCHILDHOOD LLC 2 LOWER RAGSDALE SUITE 200 MONTEREY, CA 93940  (800) 836-9515	335.28	D69416090102 ISLE PRE SCL SUPP	04/16/2019	19466479 PO-191072	335.28	N
014867 EDCLUB INC 1701 PENNSYLVANIA AVENUE NW SUITE 300 WASHINGTON, DC 20006  (202) 609-9919	49.00	1575 SP ED SUPPLIES 1575 SP ED SUPPLIES 1575 SP ED SUPPLIES	04/25/2019 04/25/2019 04/25/2019	19467982 PO-191098 19467982 PO-191098 19467982 PO-191098	3.98 49.00 3.98	N N N
013809 ESPERSON, CHRISTINA 178 EDGEWATER DRIVE RIO VISTA, CA 94571  ( 0) - 0	63.80	DHW MILEAGE	04/16/2019	19466506 TC-190264	63.80	N
013121 FASSTRAK VIOLATION PROCESSING DEPARTMENT P.O. BOX 26925 SAN FRANCISCO, CA 94126-6925  ( ) -	62.00	T71197099853 TOLL VIOLATION T711997099845 TOLL VIOLATION	04/09/2019 04/09/2019	19465178 PV-190547 19465178 PV-190547	31.00 31.00	N N
014688 GANDER PUBLISHING PO BOX 780 AVILA BEACH, CA 93424  (800) 554-1819	398.18	0208499 DHW SUPPLIES 0208499 DHW SUPPLIES	04/11/2019 04/11/2019	19465851 PO-190944 19465851 PO-190944	115.58 282.60	N N
003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571  ( 0) - 0	242.78	SUPT OFF SUPPLIES SUPT SUPPLIES	04/09/2019 04/25/2019	19465149 PO-190131 19467994 PO-190131	68.42 174.36	N N

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014828 GASTON, KEN 329 SACRAMENTO STREET RIO VISTA, CA 94571	4,623.08	MAINT REIMB TOLL/SUPPLIES	04/09/2019	19465198 TC-190246	21.00	N
		MAINT REIMB TOLL/SUPPLIES	04/09/2019	19465198 TC-190246	1,365.31	N
		MAINT SUPPLIES	04/16/2019	19466472 PO-190929	282.82	N
		MAINT SUPPLIES	04/18/2019	19466952 TC-190273	2,058.03	N
( 0) - 0 N		MAINT SUPPLIES	04/25/2019	19467995 PO-191184	895.92	N
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	5,130.00	1885 ATTY FEES	04/18/2019	19466943 PV-190581	2,790.00	Y
		1885 ATTY FEES	04/18/2019	19466943 PV-190581	2,340.00	Y
(916) 706-1255 Y						
014838 GONZALES, RAYMOND 50 RIVER ROAD #26 RIO VISTA, CA 94571	116.00	BUS OFF MILEAGE	04/09/2019	19465199 TC-190247	116.00	N
( 0) - 0 N						
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	1,063.71	24420452 DHS LEASE	04/09/2019	19465150 PO-190283	375.38	N
		24465661 CMS COPY LEASE	04/11/2019	19465859 PO-190435	309.95	N
		24604547 DHS LEASE	04/25/2019	19467996 PO-190283	378.38	N
(877) 311-4422 N						
012617 GUGGEMOS, WILLIAM 78 BRUNING AVENUE RIO VISTA, CA 94571	54.81	MAINT MILEAGE	04/09/2019	19465200 TC-190248	54.81	N
( ) - N						
014868 HALL, SARA PO BOX 9586 TRUCKEE, CA 96162	1,925.00	SP ED BEHAV ASSESSMENTS	04/09/2019	19465151 PO-191071	1,925.00	Y
(916) 640-3533 Y						
014500 HAND IN HAND THERAPEUTICS	3,766.67	SP ED OCC THERAPY W/E 3/11	04/09/2019	19465152 PO-190342	325.00	Y

214 ELMWOOD AVE  
MODESTO, CA 95354

(209) 604-8533

Y WAYNE STEVENSO

SP ED OCC THERAPY W/E 3/20  
SP ED OCC THERAPY W/E 3/28  
SP ED OCC THERAPY W/E 4/4

04/09/2019 19465152 PO-190342  
04/09/2019 19465152 PO-190342  
04/11/2019 19465860 PO-190342

1,166.67 Y  
1,075.00 Y  
1,200.00 Y

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014710 HARDWICK, JESSICA PO BOX 793 ISLETON, CA 95641  (916) 398-0608	23.33	ISLE PRESCL SUPPLIES	04/16/2019	19466513 TC-190265	23.33	N
014914 HARVEST PARK BOWL 5000 BALFOUR ROAD BRENTWOOD, CA 94513  (925) 515-1221	585.00	RMS FIELD TRIP	04/16/2019	19466473 PO-191183	585.00	N
013805 HEENEY, MAKAYLA 60 ELM AVE GALT, CA 95632  ( 0) - 0	181.33	WG CONF REIMB	04/16/2019	19466507 TC-190266	181.33	N
013395 HIROMOTO, LINDSAY 37690 JEFFERSON BLVD CLARKSBURG, CA 95612  (916) 995-0576	40.51	MAINT SUPPLIES	04/09/2019	19465201 TC-190249	40.51	N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047  ( 0) - 0	707.92	MAINT SUPPLIES DHS AG SUPPLIES DHS AG SUPPLIES	04/18/2019 04/18/2019 04/18/2019	19466936 PO-190144 19466936 PO-190456 19466936 PO-190456	536.99 85.47 85.46	N N N
014921 HUDL 29775 NETWORK PLACE CHICAGO, IL 60673-1775  (402) 817-0060	792.00	315774 DHS FOOTBALL SUPPLIES 315774 CMS FOOTBALL SUPPLIES	04/25/2019 04/25/2019	19467983 PO-191219 19467983 PO-191219	688.00 104.00	N N
014496 IDENT-A-KID SERVICES	420.00	108710 DHW LIC RENEWAL	04/16/2019	19466474 PO-190242	420.00	N

1780 102ND AVE NORTH STE 100  
ST. PETERSBURG, FL 33716

(800) 890-1000 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206  (707) 374-4037	2,194.22	3224603 BATES SUPPLIES 3224603 BATES SUPPLIES 3225901 SP ED SUPPLIES 3228492 DO COPY PAPER 3228492 DO COPY PAPER 3228492 DO COPY PAPER 3228492 DO COPY PAPER 3228492 DO COPY PAPER 3228491/3231429 RVHS INK 3231429 RVHS SUPPLIES	04/09/2019 04/09/2019 04/09/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/18/2019 04/18/2019	19465126 PO-191031 19465126 PO-191031 19465126 PO-191031 19465126 PO-191055 19466475 PO-191087 19466475 PO-191087 19466475 PO-191087 19466475 PO-191087 19466928 PO-190509 19466937 PO-190734	133.61 .47 .47 170.90 609.57 252.23 63.06 63.06 63.06 556.87 281.86	N N N N N N N N N N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912  (916) 928-0770	398.19	338163 RVHS MAINT AGRMENT	04/16/2019	19466484 PO-190063	398.19	N
014682 JONES, ZAIDA 10267 CROYDON WAY RANCHO CORDOVA, CA 95670  ( 0) - 0	59.04	SP ED MILEAGE	04/09/2019	19465202 TC-190250	59.04	N
014869 JOSEPHS LAWNMOWER 1551 OAK PARK BLVD PLEASANT HILL, CA 94523  (925) 935-7240	1,176.90	203152 MAINT SUPPLIES 204541 MAINT SUPPLIES 203156 MAINT SUPPLIES 207004 MAINT SUPPLIES	04/16/2019 04/16/2019 04/16/2019 04/16/2019	19466493 PV-190570 19466493 PV-190570 19466493 PV-190570 19466493 PV-190570	265.84 253.13 483.94 173.99	N N N N
003915 JOSTENS INC 21336 NETWORK PLACE CHICAGO, IL 60673-1213  (800) 413-3857	282.83	22768006 DHS DIPLOMAS	04/09/2019	19465127 PO-191101	282.83	N
014233 KEEMA-ASTON, ELIZABETH 8068 HUXLEY CT. SACRAMENTO, CA 95829	100.69	BUS OFF MILEAGE CBO MILEAGE	04/09/2019 04/25/2019	19465203 TC-190251 19468018 TC-190276	63.57 37.12	N N



(916) 397-6704

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013551 KITCHENS, JENNIFER PO BOX 192 RYDE, CA 95680  ( 0) - 0 N	80.04	ED SV MILEAGE	04/09/2019	19465204 TC-190252	80.04	N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202  (209) 463-1900 Y LA RUE, KNOX J	330.00	6104 TRANS SERVICES	04/09/2019	19465153 PO-190097	330.00	7
012149 LARIOS, MARIA 12801 RIVER ROAD COURTLAND, CA 95615  ( 0) - 0 N	65.42	F5 MILEAGE	04/09/2019	19465205 TC-190253	65.42	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571  (707) 374-5399 N	165.93	#55 RVHS SUPPLIES #135 ED SV SUPPLIES	04/11/2019 04/18/2019	19465861 PO-190775 19466944 PV-190582	95.99 69.94	N N
014426 LOVE & LOGIC INSTITUTE ATTN: SUE KENNEDY 2207 JACKSON STREET GOLDEN, CO 80401-2300  (800) 338-4065 N	218.00	169996/169997 DHW CONF #190864	04/16/2019	19466494 PV-190571	218.00	N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464  (866) 232-7443 N	445.28	MAINT SUPPLIES RVHS WOODSHOP SUPPLIES	04/18/2019 04/18/2019	19466938 PO-190148 19466929 PO-190514	407.44 37.84	N N
014665 LOY MATTISON ENTERPRISES	1,207.50	20119033119 ERATE SERVICES	04/25/2019	19467997 PO-190298	1,207.50	Y

7038 ALMOND HILL COURT  
ORANGEVALE, CA 95662

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011365 MARTIN, RITA 222 SPOONBILL LANE GALT, CA 95632	18.95	BATES SUPPLIES	04/09/2019	19465206 TC-190254	18.95	N
( 0) - 0						N
014144 MARTINEZ, SANDRA PO BOX 298 ISLETON, CA 95641	533.48	F5 MILEAGE F5 SUPPLIES F5 CONF REIMB	04/09/2019 04/25/2019 04/25/2019	19465207 TC-190255 19467998 PO-191205 19468019 TC-190277	356.12 89.89 87.47	N N N
( 0) - 0						N
014811 MCCARTY, HANOCH 12970 SELF ESTEEM LANE GALT, CA 95632	2,258.30	3018 SP ED PROF SERVICES	04/09/2019	19465154 PO-190907	2,258.30	Y
(209) 601-2940						Y
014107 MCCARTY, MELADEE 12970 SELF-ESTEEM LANE GALT, CA 95632	640.00	SP ED PROF SERVICES	04/09/2019	19465155 PO-190325	640.00	Y
(209) 601-2940						Y
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115	253.30	107656779001 ED SV BOOKS	04/09/2019	19465140 PO-191007	253.30	N
(614) 755-4151						N
014231 MERIDIAN STUDENT PLANNERS 304 CURRY DRIVE SEDALIA, MO 65301	2,240.26	787670 RVHS STUDENT PLANNERS	04/16/2019	19466476 PO-191175	2,240.26	N
(888) 724-8512						N
011713 MITCHELL1 14145 DANIELSON STREET	1,702.09	22797761 TRANS SHOPKEY SFTWARE	04/16/2019	19466496 PV-190572	1,702.09	N

POWAY, CA 92064-6886

(858) 391-5000

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551	1,070.00	1900911 RMS MODULAR 1928223 MODULAR LEASE	04/09/2019 04/25/2019	19465195 PV-190564 19468016 PV-190597	535.00 535.00	N N
(925) 606-9000		N MCGRATH RENTCO				
014909 MYPARKINGSIGN.COM 300 CADMAN PLAZA WEST #1303 BROOKLYN, NY 11201	605.66	419241 DHW SUPPLIES	04/16/2019	19466477 PO-191061	605.66	N
( 0) - 0		N				
014911 NATURE'S CRITTERS 3941 PARK DRIVE STE 20-271 EL DORADO HILLS, CA 95762	500.00	ISLE NATURES CRITTERS	04/09/2019	19465128 PO-191130	500.00	N
( 0) - 0		N				
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757	1,911.86	WG TB TEST REIMB WG SUPPLIES WG SUPPLIES WG TB TESTS WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG SUPPLIES WG MILEAGE	04/11/2019 04/18/2019 04/18/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019	19465862 PO-190189 19466953 TC-190274 19466953 TC-190274 19467999 PO-190189 19467999 PO-190194 19467999 PO-190195 19467984 PO-190255 19467999 PO-190258 19467999 PO-190262 19467984 PO-190263 19468020 TC-190278	24.00 53.82 54.63 199.27 137.30 116.25 500.00 81.12 54.63 483.03 207.81	N N N N N N N N N N N N N N N
( 0) - 0		N				
014359 NORTH STATE TIRE CO 1610 KATHLEEN AVE SACRAMENTO, CA 95815	1,317.01	K96133/K96198 TRANS SUPPLIES	04/09/2019	19465156 PO-190098	1,317.01	N
(916) 922-1075		N				
014833 OAKLEY SCHOOL DISTRICT 91 MERCEDES LANE OAKLEY, CA 945614617	2,210.00	61277 SP ED STUDENT TRANS	04/09/2019	19465179 PV-190549	2,210.00	N

(925) 625-5079

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010203 OCCUPATIONAL HEALTH PO BOX 39000 DEPT 33404 SAN FRANCISCO, CA 94139-3404  (707) 399-6068	120.00	OH42934 DOT PHYSICAL	04/09/2019	19465180 PV-190548	120.00	N
		N NORTHBAY HEALT				
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571  ( 0) - 0	478.56	676 MAINT SUPPLIES	04/11/2019	19465863 PO-190151	478.56	N
		N				
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137  (800) 228-0475	97.91	694970379-01 F5 SUPPLIES 694970379-01 F5 SUPPLIES 694970379-01 F5 SUPPLIES	04/09/2019 04/09/2019 04/09/2019	19465130 PO-190956 19465130 PO-190956 19465130 PO-190956	97.91 7.96 7.96-	N N N
		N OTC DIRECT INC				
014837 OTTER GRAPHICS 1237 VICTORIA AVE STE #285 OXNARD, CA 93035  (424) 488-1120	256.40	6927 RMS SUPPLIES 6927 RMS SUPPLIES 6927 RMS SUPPLIES 6927 RMS SUPPLIES 6927 RMS SUPPLIES 6927 RMS SUPPLIES	04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019	19467985 PO-191161 19467985 PO-191161 19467985 PO-191161 19467985 PO-191161 19467985 PO-191161 19467985 PO-191161	.76- 1.34- 92.90 163.50 1.34 .76	N N N N N N
		N				
014465 PARKER & COVERT LAW OFFICE 17862 EAST SEVENTEENTH ST#204 EAST BUILDING TUSTIN, CA 92780  (714) 573-0900	2,614.13	70699/70700 ATTY FEES 70699/70700 ATTY FEES 70699/70700 ATTY FEES 70851 ATTY FEES 70851 ATTY FEES	04/09/2019 04/09/2019 04/09/2019 04/25/2019 04/25/2019	19465181 PV-190550 19465181 PV-190550 19465181 PV-190550 19468010 PV-190593 19468015 PV-190593	812.50 1,176.63 125.00 125.00 375.00	Y Y Y Y Y
		Y PARKER & COVE				
013692 PATIN, ANGELA 633 MADERE WAY RIO VISTA, CA 94571  ( 0) - 0	179.80	ISLE MILEAGE	04/09/2019	19465208 TC-190256	179.80	N
		N				



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LT'S	04/09/2019	19465183	PV-190552	32.76	N
LT'S	04/09/2019	19465183	PV-190552	11.86	N
LT'S	04/09/2019	19465183	PV-190552	20.87	N
RVHS	04/09/2019	19465183	PV-190552	143.63	N
RVHS	04/09/2019	19465183	PV-190552	8,143.55	N
RADIO RIO ELECT	04/16/2019	19466497	PV-190573	26.40	N
DHW ELECT	04/18/2019	19466945	PV-190583	24.31	N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
002526 PITNEY BOWES RESERVE ACCOUNT 1245 EAST BRICKYARD ROAD SUITE 250 SALT LAKE CITY, UT 84106-4278  ( 0) - 0 N	5,000.00	DO POSTAGE	04/09/2019	19465131 PO-190037	5,000.00	N
014420 PIZZA FACTORY WALNUT GROVE 14127 RIVER ROAD WALNUT GROVE, CA 95690  ( 0) - 0 N	226.40	ED SV SUPPLIES	04/16/2019	19466485 PO-191004	226.40	N
013992 POSITIVE ACTION 264 4TH AVENUE S TWIN FALLS, ID 83301  (800) 345-2974 N	110.00	49743 ED SV DHW SUPPLIES 49743 ED SV DHW SUPPLIES 49743 ED SV DHW SUPPLIES	04/09/2019 04/09/2019 04/09/2019	19465132 PO-191001 19465132 PO-191001 19465132 PO-191001	110.00 8.94 8.94-	N N N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765  (317) 371-3866 Y	29,665.60	6077/6078/6079 SP ED SPCH THRP	04/11/2019	19465864 PO-190058	29,665.60	7
001271 PRO-ED 8700 SHOAL CREEK BLVD AUSTIN, TX 78757  (800) 897-3202 N	176.00	2764503 SP ED SUPPLIES 2764503 SP ED SUPPLIES 2764503 SP ED SUPPLIES	04/09/2019 04/09/2019 04/09/2019	19465133 PO-190996 19465133 PO-190996 19465133 PO-190996	176.00 14.30 14.30-	N N N
014127 PSAT / NMSQT 12192 COLLECTION CENTER DRIVE CHICAGO, IL 60693  ( 0) - 0 N	1,144.00	391926826A DHS PSAT FEES	04/09/2019	19465184 PV-190553	1,144.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011770 QUALITY SOUND SYSTEMS P.O. BOX 5501 2010 EAST FREMONT ST STOCKTON, CA 95205  ( ) - N	4,290.42	52598 DHS BOYS LOCKER ROOM	04/09/2019	19465185 PV-190554	4,290.42	N
014786 RAISING A READER NATIONAL 330 TWIN DOLPHIN DRIVE #147 REDWOOD CITY, CA 94065  (650) 489-0550 N	2,359.73	78445 F5 SUPPLIES	04/25/2019	19467986 PO-191198	2,359.73	N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852  ( 0) - 0 N	43.20	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	04/11/2019 04/11/2019	19465865 PO-190292 19465865 PO-190292	21.60 21.60	N N
012466 RANCHO RIO VISTA P.O. BOX 884 RIO VISTA, CA 94571  ( ) - N	172.22	2144 MAINT GRAVEL	04/09/2019	19465186 PV-190555	172.22	N
014890 REHAB SEMINARS 500 GOSS ROAD PORT TOWNSEND, WA 98368  (360) 379-6994 N	998.00	SEA-058 DHW CONF REG SEA-058 DHW CONF REG SEA-058 DHW CONF REG	04/09/2019 04/09/2019 04/09/2019	19465134 PO-190963 19465134 PO-190963 19465134 PO-190963	427.00 322.00 249.00	N N N
014859 RIO VISTA BAKERY & CAFE 150 MAIN STREET RIO VISTA, CA 94571  (707) 374-3844 N	292.27	RVHS SUPPLIES RVHS SUPPLIES	04/09/2019 04/25/2019	19465157 PO-190760 19468000 PO-190760	124.58 167.69	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000313 RIO VISTA CARE 125 SACRAMENTO STREET P.O. BOX 576 RIO VISTA, CA 94571	5,000.00	SP ED/COUNSELING SERV SP ED/COUNSELING SERV	04/09/2019 04/09/2019	19465135 PO-190359 19465135 PO-190359	2,500.00 2,500.00	N N
( 0) - 0						N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571	299.90	4094 TRANS SUPPLIES	04/25/2019	19468001 PO-190103	299.90	N
( 0) - 0						N
012016 RIO VISTA PIZZA FACTORY 201 MAIN STREET RIO VISTA, CA 94571	112.99	ED SV SUPPLIES	04/09/2019	19465158 PO-190353	112.99	N
( ) -						N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607	2,065.52	RVHS WASTE DO WASTE DHW WASTE	04/16/2019 04/16/2019 04/16/2019	19466495 PV-190574 19466495 PV-190574 19466495 PV-190574	866.65 118.88 1,079.99	N N N
( 0) - 0						N
010846 RIOS, ESMERALDA 5075 RYER ROAD EAST WALNUT GROVE, CA 95690	35.84	WG/F5 MILEAGE	04/16/2019	19466508 TC-190267	35.84	N
( 0) - 0						N
014206 RODRIGUEZ, JENNIFER 110 JANEWOOD CT FOLSOM, CA 95630	92.58	CMS SUPPLIES	04/09/2019	19465159 PO-190602	92.58	N
(916) 833-7401						N
012796 ROSSI, MARCY	52.14	RMS SUPPLIES	04/16/2019	19466486 PO-190424	31.29	N

128 N SECOND STREET  
RIO VISTA, CA 94571

RMS SUPPLIES

04/16/2019 19466486 PO-190424

20.85 N

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000119 S & W TIRE SERVICE INC P.O. BOX 377 14400 THORNTON ROAD WALNUT GROVE, CA 95690  (916) 776-1717	214.68	1-636 MAINT TIRES	04/11/2019	19465866 PO-190694	214.68	N
012449 S AND S WORLDWIDE 75 MILL STREET COLCHESTER, CT 06415  (800) 288-9941	23.41	100059691 ASP SUPPLIES	04/09/2019	19465160 PO-190527	23.41	N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852  ( 0) - 0	7,845.73	BATES ELECT BATES ELECT TRANS ELECT WG ELECT TRANS ELECT BATES ELECT WG ELECT WG ELECT WG ELECT	04/09/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019 04/18/2019	19465187 PV-190558 19466946 PV-190584 19466946 PV-190584 19466946 PV-190584 19466946 PV-190584 19466946 PV-190584 19466946 PV-190584 19466946 PV-190584 19466946 PV-190584	28.36 4,038.39 13.55 567.79 122.88 453.96 27.11 2,573.39 20.30	N N N N N N N N N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827  ( 0) - 0	113.70	MOKE SEWER	04/25/2019	19468011 PV-190594	113.70	N
011160 SCHOOL HEALTH CORPORATION 865 MUIRFIELD DRIVE HANOVER PARK, IL 601103  (800) 323-1305	917.68	3570565 ED SV SUPPLIES 3570565 ED SV SUPPLIES 3570565 ED SV SUPPLIES 3586008 ED SV SUPPLIES 3586008 ED SV SUPPLIES 3586008 ED SV SUPPLIES	04/09/2019 04/09/2019 04/09/2019 04/25/2019 04/25/2019 04/25/2019	19465136 PO-191003 19465136 PO-191003 19465136 PO-191003 19467987 PO-191105 19467987 PO-191105 19467987 PO-191105	441.46 1.54 1.54 1.66 1.66 476.22	N N N N N N
012207 SCHOOL OUTFITTERS.COM 3736 REGENT AVE	33.82	13092018 SP ED SUPPLIES	04/11/2019	19465852 PO-191081	33.82	Y



CINCINNATI, OH 45212-3724

(800) 260-2776

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
003318 SCHOOL SPECIALTY INC W6316 DESIGN DRIVE GREENVILLE, WI 54942	265.10	208122522268 BATES SUPPLIES	04/09/2019	19465161 PO-190376	265.10	N
( 0) - 0						N
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710	717.50	EAP-042019.14 EAP FEES EAP-042019.14 EAP FEES	04/09/2019 04/09/2019	19465188 PV-190556 19465188 PV-190556	365.93 351.57	N N
( 0) - 0						N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826	64,375.00	192079 WG SCOE REGIST 192291 SP ED GALT STUDENTS	04/11/2019 04/25/2019	19465853 PO-191015 19467988 PO-190350	300.00 64,075.00	N N
( 0) - 0						N
014450 SCOTT TECHNOLOGY GROUP 1143 N. MARKET BLVD STE #7 SACRAMENTO, CA 95834	496.52	102965 WG PRINTER COSTS F5 PRINTER COSTS 100879/100667 BATES MAINT AGRM	04/09/2019 04/09/2019 04/11/2019	19465167 PO-191032 19465167 PO-191036 19465868 PO-190369	185.65 167.72 143.15	N N N
(916) 913-6191		N WIZIX TECHNOLO				
014659 SHIMMELMAN, CARLEY 9130 NOLAN ST. #264 ELK GROVE, CA 95658	127.90	WG CONF REIMB	04/16/2019	19466509 TC-190268	127.90	N
( 0) - 0						N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710	3,444.44	APRIL 2019 PREMIUMS APRIL 2019 PREMIUMS	04/09/2019 04/09/2019	19465189 PV-190557 19465189 PV-190557	2,312.82 1,131.62	N N
( 0) - 0						N
000056 SIA VISION SERVICE	634.48	APRIL 2019 PREMIUMS	04/09/2019	19465190 PV-190566	288.40	N

P.O. BOX 276710  
SACRAMENTO, CA 95827-6710

APRIL 2019 PREMIUMS  
APRIL 2019 PREMIUMS

04/09/2019 19465190 PV-190566  
04/09/2019 19465190 PV-190566

317.24 N  
28.84 N

( 0) - 0 N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014454 SINGH, PRITIKA 212 WEST HWY 220 RYDE, CA 95680  (916) 491-0657	709.92	PARENT MILEAGE	04/09/2019	19465210 TC-190258	709.92	N
014400 SLAGLE, ANTONIA 2310 CORK CIRCLE SACRAMENTO, CA 95822  ( 0) - 0	85.07	ISLE SUPPLIES ISLE SUPPLIES ISLE SUPPLIES	04/09/2019 04/09/2019 04/16/2019	19465162 PO-190430 19465162 PO-191128 19466487 PO-190921	20.37 47.75 16.95	N N N
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283  ( 0) - 0	41,678.62	FEBRUARY MEALS FEBRUARY MEALS	04/09/2019 04/09/2019	19465194 PV-190562 19465194 PV-190562	34,722.46 6,956.16	N N
012628 SOLANO COUNTY OFFICE OF EDUCATION 5100 BUSINESS CENTER DRIVE FAIRFIELD, CA 94534  (707) 399-4415	940.59	19-01852 TUPE GRANT	04/16/2019	19466498 PV-190575	940.59	N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520  (888) 400-2155	13,593.62	DO STORAGE PREPAID GAS DHW ISLE RMS DHS RVHS ISLE TRANS CMS CAFE	04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019 04/25/2019	19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468012 PV-190595 19468014 PV-190595	185.07 369.34 967.38 15.78 1,066.42 2,779.66 6,469.30 1,783.61 307.16 388.58	N N N N N N N N N N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	3,087.37	3408823447 BUS OFF SUPPLIES 3408538607 DHW SUPPLIES 3407902600 DHW COPY PAPER	04/09/2019 04/09/2019 04/09/2019	19465163 PO-190118 19465137 PO-190215 19465137 PO-190232	123.99 164.11 477.65	N N N

( 0) - 0

N STAPLES CONTRA	3408609608	WIND RIVER SUPPLIES	04/09/2019	19465170	PO-190408	34.59	N
	3408823449	RDHS SUPPLIES	04/09/2019	19465163	PO-190433	96.94	N
	3407902602	DHW SUPPLIES	04/09/2019	19465137	PO-191040	434.23	N
	3408823450	ED SV SUPPLIES	04/09/2019	19465163	PO-191079	911.43	N
	3408609605	BUS OFF SUPPLIES	04/25/2019	19468002	PO-190118	19.03	N
	3407902597	DHW SUPPLIES	04/25/2019	19467989	PO-190216	39.30	N
	3410720922	DHW SUPPLIES	04/25/2019	19467989	PO-190219	20.06-	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014069 STAPLES ADVANTA (Continued...)		3408823448 DHW SUPPLIES	04/25/2019	19467989 PO-190219	23.45	N
		3410720923 DHW SUPPLIES	04/25/2019	19467989 PO-190219	20.06	N
		3409033186 DHW SUPPLIES	04/25/2019	19467989 PO-190219	27.23	N
		3409033187 DHW SUPPLIES	04/25/2019	19467989 PO-190221	183.70	N
		3409410255 DHW SUPPLIES	04/25/2019	19467989 PO-190221	64.77	N
		3407902598 DHW SUPPLIES	04/25/2019	19468002 PO-190225	61.67	N
		3408538609 DHW SUPPLIES	04/25/2019	19467989 PO-190226	21.61	N
		3407902599 DHW SUPPLIES	04/25/2019	19467989 PO-190226	182.93	N
		3408538610 DHW SUPPLIES	04/25/2019	19467989 PO-190226	21.61	N
		3410642315 WIND RIVER SUPPLIES	04/25/2019	19468004 PO-190408	123.90	N
		3410563136 WIND RIVER SUPPLIES	04/25/2019	19468004 PO-190408	48.97	N
		3409410256 WIND RIVER SUPPLIES	04/25/2019	19468004 PO-190408	26.26	N
014723 STAR AUTISM SUPPORT 6663 SW BEAVERTON-HILLSDALE HWY #119 PORTLAND, OR  (503) 297-2864	6,309.70	20755 SP ED PRESCL SUPPLIES	04/18/2019	19466930 PO-191016	6,309.70	N
013504 STAT PADS LLC 13897 W. WAINWRIGHT BOISE, ID 93713  (866) 782-8723	225.00	1152854 ED SV DEFIB RENEWAL	04/16/2019	19466478 PO-191182	225.00	N
013400 STATE BOARD OF EQUALIZATION PO BOX 942879 SACRAMENTO, CA 94279-8044  ( 0) - 0	280.00	JAN-MAR 2019 SALES USE TAX	04/25/2019	19468006 PV-190590	280.00	N
013401 STATE BOARD OF EQUALIZATION FUEL TAXES DIVISION PO BOX 942879 SACRAMENTO, CA 94279-6155  (916) 322-9669	97.02	JAN-MAR 2019 FUEL TAX	04/25/2019	19468007 PV-190589	97.02	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000096 STEWART INDUSTRIAL SUPPLY INC 608 HWY 12 RIO VISTA, CA 94571  (707) 374-5567 N	2,207.86	23100 TRANS SUPPLIES	04/09/2019	19465138 PO-190110	2,207.86	N
014111 STINE, DENISE 448 HARTWICK LANE FAIRFIELD, CA 94533  ( 0) - 0 N	276.02	SP ED MILEAGE	04/25/2019	19468022 TC-190280	276.02	N
014920 STUMP, KERRI PO BOX 175 COURTLAND, CA 95615  ( 0) - 0 N	561.59	DHS REIMB SUPPLIES	04/16/2019	19466510 TC-190269	561.59	N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056  (877) 577-1114 N	1,988.41	481802908 DHS SUPPLIES 482467743 RMS SUPPLIES 482467735 RVHS SUPPLIES 480607167 DHS SUPPLIES 482460698 DHW SUPPLIES 482629268 DHW SUPPLIES 482834090 CREDIT 482871126 DHS SUPPLIES 483530671 DHS SUPPLIES 482834108 CREDIT 482460706 DHW SUPPLIES 485064224 ISLE SUPPLIES 485739536 DHW SUPPLIES 485739544 DHW SUPPLIES	04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/09/2019 04/11/2019 04/11/2019 04/11/2019 04/11/2019 04/11/2019 04/11/2019 04/11/2019 04/11/2019 04/18/2019 04/18/2019 04/18/2019	19465164 PO-190034 19465164 PO-190034 19465164 PO-190034 19465164 PO-190034 19465164 PO-190034 19465867 PO-190034 19465867 PO-190034 19465867 PO-190034 19465867 PO-190034 19465867 PO-190034 19465867 PO-190034 19465867 PO-190034 19466939 PO-190034 19466939 PO-190034 19466939 PO-190034	120.64 238.97 275.00 200.23 418.12 9.77 10.79 34.46 46.26 32.96 48.39 149.36 19.86 471.10	N N N N N N N N N N N N N N N N
014675 TALLEY, ELAINE 6 PARKSIDE DR DAVIS, CA 95616  (530) 304-0090 Y	942.50	2019-24 SP ED MEDIATE IEP MTNG	04/09/2019	19465139 PO-190324	942.50	Y

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014773 THARP, DANIELLE PO BOX 861 ELK GROVE, CA 95759	188.66	SP ED SUPPLIES/CONF REIMB SP ED SUPPLIES/CONF REIMB	04/16/2019 04/16/2019	19466511 TC-190270 19466511 TC-190270	171.71 16.95	N N
( 0) - 0						N
014916 TIMELINE MEDIA PRODUCTIONS 28 DELLWOOD COURT PLEASANT HILL, CA 94523	2,700.00	24040119 DHS EVERY 15 MIN PCKG	04/18/2019	19466931 PO-191192	2,700.00	N
(925) 247-8567						N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013	2,607.92	DHS LD RVHS LD DO LD	04/18/2019 04/18/2019 04/18/2019	19466947 PV-190585 19466947 PV-190585 19466947 PV-190585	1,146.98 1,164.44 296.50	N N N
(877) 487-2877						N
014904 TRAFFIC CONES FOR LESS DIVISION OF OES GLOBAL 3590 N.W. 54TH STREET #9 FT. LAUDERDALE, FL 33309	473.21	1020427 DHW SUPPLIES	04/18/2019	19466932 PO-191060	473.21	N
(954) 318-0440						N
014908 TRIMARK FOOD SERVICE EQUIPMENT 6100 W. 73RD STREET BEDFORD PARK, IL 60638	4,407.96	2531470 CAFE FRIDGE WG 2531470 CAFE FRIDGE WG 2531470 CAFE FRIDGE WG 2531470 CAFE FRIDGE WG 2531470 CAFE FRIDGE WG 2531470 CAFE FRIDGE WG	04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019 04/16/2019	19466480 PO-191085 19466480 PO-191085 19466480 PO-191085 19466480 PO-191085 19466480 PO-191085 19466480 PO-191085	13.57 13.57- 3,350.23 42.99 42.99- 1,057.73	N N N N N N
(708) 496-5739						N
012694 U.S. BANK 221 SOUTH FIGUEROA ST, STE 210 LM-CA-F2TC LOS ANGELES, CA 90012	10,692.33	MARCH 2019 GASB 45	04/09/2019	19465192 PV-190560	10,692.33	N
( 0) - 0						N



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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE ATLANTA, GA 30328	328.69	DO SHIPPING	04/09/2019	19465191 PV-190559	46.70	N
		DO SHIPPING	04/09/2019	19465191 PV-190559	54.68	N
		DO SHIPPING	04/09/2019	19465191 PV-190559	58.88	N
		DO SHIPPING	04/25/2019	19468013 PV-190596	168.43	N
( 0) - 0 N						
013419 US BANK NATIONAL ASSOCIATION 1310 MADRID ST SUITE 101 MARSHALL, MN 56258	1,137.43	381381037 RVHS LEASE	04/09/2019	19465165 PO-190062	162.19	N
		381381037 RVHS LEASE	04/09/2019	19465165 PO-190062	162.19	N
		380213462 DHW LEASE	04/09/2019	19465165 PO-190211	406.52	N
		382583763 WIND RIVER LEASE	04/25/2019	19468005 PO-190211	406.53	N
(800) 328-5371 N						
013657 USLAN, LAURA PO BOX 1128 WALNUT GROVE, CA 95690	605.41	DHS SUPPLIES	04/25/2019	19467990 PO-190278	299.04	N
		CMS SUPPLIES	04/25/2019	19467990 PO-190278	306.37	N
( 0) - 0 N						
013760 VEIRS, RANDALL 523 BARTLETT AVE WOODLAND, CA 95695	291.16	DHS MILEAGE	04/16/2019	19466512 TC-190271	291.16	N
( 0) - 0 N						
013997 VERIZON WIRELESS ONE VERIZON PLACE ALPHARETTA, GA 30004	2,949.37	ASP	04/09/2019	19465193 PV-190561	72.12	7
		BEHAVORIST	04/09/2019	19465193 PV-190561	54.09	7
		SP ED	04/09/2019	19465193 PV-190561	54.09	7
		TRANS	04/09/2019	19465193 PV-190561	316.67	7
		TRANS	04/09/2019	19465193 PV-190561	1.89	7
		RVHS CUST	04/09/2019	19465193 PV-190561	162.27	7
		ISLE SFTY	04/09/2019	19465193 PV-190561	.18	7
		BATES ADMIN	04/09/2019	19465193 PV-190561	54.09	7
		RMS ADMIN	04/09/2019	19465193 PV-190561	64.09	7
		ISLE CUST	04/09/2019	19465193 PV-190561	54.09	7
		DO SFTY	04/09/2019	19465193 PV-190561	58.09	7
		RVHS ADMIN	04/09/2019	19465193 PV-190561	108.18	7
		COUNSELORS	04/09/2019	19465193 PV-190561	108.18	7
		NURSE	04/09/2019	19465193 PV-190561	54.09	7
		ED SV	04/09/2019	19465193 PV-190561	54.09	7
( ) - Y VERIZON WIRELE						

OPERATIONS	04/09/2019	19465193	PV-190561	10.82	7
GARDENERS	04/09/2019	19465193	PV-190561	162.27	7
CMS CUST	04/09/2019	19465193	PV-190561	54.09	7
SP ED	04/09/2019	19465193	PV-190561	54.09	7
MAINT	04/09/2019	19465193	PV-190561	422.80	7
BATES CUST	04/09/2019	19465193	PV-190561	108.18	7
NURSE	04/09/2019	19465193	PV-190561	54.09	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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013997 VERIZON WIRELES (Continued...)		ISLE ADMIN	04/09/2019	19465193 PV-190561	54.09	7
		WG CUST	04/09/2019	19465193 PV-190561	54.09	7
		RMS CUST	04/09/2019	19465193 PV-190561	54.09	7
		RVHS SFTY	04/09/2019	19465193 PV-190561	54.09	7
		WG SFTY	04/09/2019	19465193 PV-190561	.18	7
		DHS SFTY	04/09/2019	19465193 PV-190561	.18	7
		DHW CUST	04/09/2019	19465193 PV-190561	108.18	7
		RMS SFTY	04/09/2019	19465193 PV-190561	.18	7
		DHS CUST	04/09/2019	19465193 PV-190561	108.18	7
		ASP	04/09/2019	19465193 PV-190561	72.12	7
		ASP	04/09/2019	19465193 PV-190561	72.13	7
		SP ED	04/09/2019	19465193 PV-190561	216.36	7
		DHW SFTY	04/09/2019	19465193 PV-190561	.18	7
		DHW ADMIN	04/16/2019	19466499 PV-190576	72.77	7
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010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251	527.09	DHS WASTE	04/16/2019	19466500 PV-190577	527.09	N
( 0) - 0						N
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000490 WILCO SUPPLY P.O. BOX 3047 5960 TELEGRAPH AVENUE OAKLAND, CA 94609-3047	191.84	9104980 MAINT SUPPLIES	04/09/2019	19465166 PO-190171	191.84	N
(800) 745-5450						N
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012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688	3,747.84	RVHS MODULAR	04/09/2019	19465196 PV-190565	936.96	N
		DHW MODULAR	04/09/2019	19465196 PV-190565	936.96	N
		RMS MODULAR	04/09/2019	19465196 PV-190565	936.96	N
		RMS MODULAR	04/09/2019	19465196 PV-190565	936.96	N
(707) 451-3000						N
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012493 WOODCRAFT 9523 FOLSOM BLVD SACRAMENTO, CA 95827	17,911.78	501251 CTEIG RVHS SUPPLIES	04/09/2019	19465168 PO-191043	17,911.78	N
(916) 362-9664						N

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014388 WPS PUBLISH 625 ALASKA AVENUE TORRANCE, CA 90503-5124	608.97	260228 SP ED SUPPLIES 260205 SP ED SUPPLIES 261684 SP ED SUPPLIES	04/25/2019 04/25/2019 04/25/2019	19467991 PO-191099 19467991 PO-191125 19467991 PO-191144	197.44 214.09 197.44	N N N
(800) 648-8857						N
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571	97.04	ED SV SUPPIES	04/09/2019	19465169 PO-190355	97.04	N
( 0) - 0						N
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571	357.28	ED SV MILEAGE	04/25/2019	19468023 TC-190281	357.28	N
( 0) - 0						N
014706 ZOOM IMAGING SOLUTION 200 S. HARDING BLVD ROSEVILLE, CA 95678	421.37	2073343/2073456 DHW MAINT CONT	04/16/2019	19466488 PO-190210	421.37	N
(916) 369-6526						N
District total:	687,161.23					
Report total:	687,161.23					

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: \_\_\_\_\_

From: Kathy Wright, Director of Educational Services

Item Number: 10.4

Type of item: (Action, Consent Action or Information Only): Consent

**SUBJECT:**

Requesting the Board's approval for site principals at Delta High School and Rio Vista High School to have the authority to approve overnight travel within the state of California for athletic and academic programs for the 2019-2020 school year.

**BACKGROUND:**

Because of the many activities that require students to spend the night in the areas of athletics, FFA, JSA, and related events, it is sometimes not possible to get prior approval from the Board due to last-minute changes by school-related organization like FFA and CIF. The principals are to notify the office of the superintendent at least 24 hours in advance when travel events require an overnight stay. This request is only for travel within the state of California. Any travel outside the state will be brought before the Board as required by current policy.

**STATUS:**

The principals of Delta HS and Rio Vista HS are requesting permission to authorize overnight travel within the state of California when last-minute changes or decisions are made by school-related organizations such as FFA and CIF.

**PRESENTER:**

Kathy Wright, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves site principals at Delta HS and Rio Vista HS to have authority to authorize overnight travel in the state of California for athletic and academic programs for the 2019-2020 school year.

Time allocated: 2 minutes

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.5

Type of item: (Action, Consent Action or Information Only): Consent Action

**SUBJECT:**

Request to approve the Independent Contract for Services Agreement with STAR Autism Support to provide training to district staff at a cost not to exceed \$9,950.

**BACKGROUND:**

STAR Autism Support provides curriculum materials, workshops and training to school staff who work with students with autism. Their mission is to help others successfully implement research-based applied behavior analysis (ABA) techniques.

**STATUS:**

STAR Autism Support will provide a two-day workshop on two consecutive Saturdays, three half-day workshops and in-class, hands-on consultations with staff focusing on the implementation of ABA strategies taught in the workshops.

**PRESENTER:**

Kathy Wright, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Not to exceed \$9,950 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approves Independent Contract for Services Agreement STAR Autism Support to provide training to district staff at a cost not to exceed \$9,950.

Time allocated: 1 minute





STAR Comprehensive Workshop 1 — Days 1 & 2 (Two Saturday Trainings)	
<b>Activities</b> ♦ <b>Days 1 &amp; 2:</b> Two day workshop on implementation of ABA strategies found in the STAR Program. This workshop will be scheduled over two consecutive Saturdays.	
<b>Recommended Participants (maximum 30)</b> ♦ Pre-k and Elementary Staff ♦ Training site teams (recommended one teacher, one assistant, and one related service staff)	
<b>Estimate of Training Fees (1 trainer x 1 day)</b> ♦ \$1,750.00	<b>Estimate of Travel Expenses</b> ♦ \$0.00
<b>Estimate of Training Fees (1 trainer x 1 day)</b> ♦ \$1,750.00	<b>Estimate of Travel Expenses</b> ♦ \$1,200.00

STAR Comprehensive Workshop and In-Class Consultations—3 Days	
<b>AM Activities— June 12-13, 2019</b> ♦ <b>In Class hands-on consultation</b> including but not limited to: direct consultation with teachers and assistants on DT, PRT, Functional Routines, Positive Behavior Strategies and individual planning for specific students ( <b>1 class per morning</b> )	
<b>Recommended Participants-previously attended STAR Workshop</b> ♦ Pre-k and Elementary staff ♦ Training site teams (recommended one teacher, one assistant, and one related service staff)	
<b>PM Activities—June 11-13, 2019</b> ♦ <b>STAR Comprehensive Workshop</b> —This workshop will focus on the implementation of ABA strategies found in the STAR Program. We will be splitting the workshop up into three, 4 hour PM sessions.	
<b>Recommended Participants (maximum 30)</b> ♦ Pre-k and Elementary Staff ♦ Training site teams (recommended one teacher, one assistant, and one related service staff)	
<b>Estimate of Training Fees (1 trainer x 3 days)</b> ♦ \$5,250.00	<b>Estimate of Travel Expenses</b> ♦ \$0.00

Total Cost		
Quantity	Item	Total Price
2 Days	STAR Comprehensive Workshop (1 Trainer) - Two consecutive Saturdays -Saturday 1: \$0.00 -Saturday 2: \$2,950.00	\$4,700.00
3 Days	PM STAR Comprehensive Workshop/AM In-Class Consultations(1 Trainer)	\$5,250.00
<b>Total:</b>		<b>\$9,950.00</b>
*Please note that additional fees may apply based on state tax laws		



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
<http://riverdelta.org>

## 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 STAR Autism Support hereinafter referred to as "CONSULTANT."

IT IS HEREBY MUTUALLY AGREED that Consultant will provide services under the following terms and conditions and the terms of this agreement shall supersede any conflicting provision in a contract provided by the Consultant which may be attached to this agreement. Consultant acknowledges and agrees that performance on this Agreement shall be subject to availability of District funds.

1. **TERM:** The term of this agreement is from June 1, 2019 through June 30, 2019. Extension or renewal requires approval of DISTRICT Superintendent 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 Superintendent or authorized representative. It is the right of the District to contact references, perform background checks, and/or audit data security procedures of the Consultant.

This agreement may be terminated at the convenience of either party upon 30 days advance written notice to the other party. In the event of termination, CONSULTANT shall immediately suspend any further performance of services pursuant to this agreement, except as otherwise authorized by the DISTRICT in writing, and Consultant shall be compensated only for services provided up through the date of termination.

**CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows (extra pages may be added but must be identified as part of this paragraph): To provide STAR Comprehensive Workshops and In Class Consultations for district staff.

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

Not to exceed \$9,950.

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 but must be pre-approved. 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 with receipts attached.

2. **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. The District maintains the right to monitor the performance of Consultant and may require consultant to submit appropriate reports including but not limited to financial reports, audit reports, and/or internal control reports as determined by the District. In addition, the Consultant understands and agrees that Consultant's work product shall be subject disclosure in accordance with the Public Records Act (Gov. Code §§ 6250 *et seq.*).

*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  
Delta Elementary Charter School

3. 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.
4. HOLD HARMLESS AND INDEMNIFICATION: CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.
5. 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.
6. 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.
7. 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.
8. ARBITRATION: It is mandated that all parties of this agreement jointly agree on the identification of the arbitrator, the venue of the arbitration hearing, the manner in which the arbitrator's fee is satisfied and by whom, and whether or not the decision is binding.

**CONTRACTOR/CONSULTANT:**

**RIVER DELTA UNIFIED SCHOOL DISTRICT:**

Printed/Typed Name Date

Requested By (signature/printed) Date

Social Security Number/Federal Tax ID Number

Supt/Board Approval Signature Date

Address State Zip

Budget Code (Name & Coding)

Contact Phone and Email

Date of Board of Trustees Action

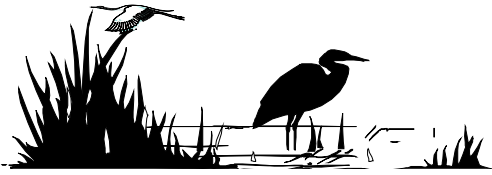
Signature (Contractor/Consultant Authorized Representative)

**Consultant must answer the two questions below:**

1. Are you presently or have you been a member of PERS: Yes \_\_\_ No\_ or 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.**

By: SY of AALRR/BLM



# RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street  
Rio Vista, California 94571-1651  
(707) 374-1700 Fax (707) 374-2995  
<http://riverdelta.org>

## HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, STAR Autism Support, (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 death or injury negligently caused by the Contractor/Consultant to any person or tangible property because of, arising out of, or in any way related to the Contract/Consultant's performance of this Agreement, except that Contractor/Consultant shall not be liable to defend, indemnify or hold harmless the District for the negligent or intentional acts 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

\_\_\_\_\_  
Typed/Printed Name of Authorized Representative

\_\_\_\_\_  
Company Name

Address, Email & Phone: \_\_\_\_\_  
\_\_\_\_\_

By SY of AALRR

*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 |                       |                       |
|                                    |                                       | Delta Elementary Charter School |                       |                       |

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number:   10.6  

Type of item: (Action, Consent Action or Information Only):   Consent  

**SUBJECT:**

Contract with Ryland School Business Consulting for various Financial and Business Office Services

**BACKGROUND:**

In the past the district has used the consulting firm of Ryland School Business Consulting for assistance with various projects. They are a well-known and respected firm that provides services to many districts throughout Northern California.

**STATUS:**

This is an open agreement with Ryland School Service Consulting for various business and financial services on an as needed basis for FY 2019-20 not to exceed \$8,000.

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT:** N/A

**COST AND FUNDING SOURCES:**

Unrestricted General Fund

**RECOMMENDATION:**

That the Board approves the contract with Ryland School Business Consulting for FY 2019-20.

Time allocated: 2 minutes



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$160 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses, not to exceed \$8,000. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT and its districts which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

\_\_\_\_\_  
Don Beno, Superintendent  
RIVER DELTA JOINT UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
*s/ Teresa R. Ryland*  
President  
RYLAND SCHOOL BUSINESS CONSULTING

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Kathy Wright, Director of Educational Services

Item Number: 10.7

Type of item: (Action, Consent Action or Information Only): Consent Action

**SUBJECT:**

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 \$30,000.

**BACKGROUND:**

Point Quest provides well-trained, highly skilled instructional assistants for additional academic classroom support in two of our elementary schools: D.H. White Elementary and Walnut Grove Elementary.

**STATUS:**

The 2018-2019 contract was \$65,000. After the contract was approved, additional academic support was determined to be needed in one more classroom. This request is for an additional amount of \$30,000 to pay for that support.

**PRESENTER:** Kathy Wright, Director of Educational Services

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:** Not to exceed \$30,000 paid by Special Education funds.

**RECOMMENDATION:**

That the Board approve an additional General Agreement for Nonpublic, Nonsectarian School/Agency (Point Quest) for the 2018-2019 school year at a cost not to exceed \$30,000.

Time allocated: 2 minutes

**SACRAMENTO COUNTY SELPA**

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2018–2019**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2018-2019

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the District. Expiration Date:                   

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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2018-2019

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Point Quest

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2018, between the River Delta Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”) and Point Quest (nonpublic, nonsectarian school or agency, hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”), and a Nonpublic Services Student Enrollment form. CONTRACTOR shall work with LEA to complete and return these forms to LEA prior to initiating any services for any student.

Unless otherwise agreed in writing, the ISA and the Nonpublic Services Student Enrollment form shall acknowledge CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, LEA shall make available access to any electronic IEP system and/or electronic database for ISA development, including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to California Education Code section 56366.2 must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total

student enrollment shall be limited to capacity as stated on the applicable CDE certification. Total LEA student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the state of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this state, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR'S certification, failure to notify LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and shall also be good cause for the suspension or termination of this Master Contract by LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2019. In the event a subsequent Master Contract is not renegotiated by June 30, 2019, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Cal. Code Regs., tit. 5, § 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, LEA may modify LEA procedures from time to time without the consent of CONTRACTOR.

CONTRACTOR shall provide LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation, and CDE certification. LEA may require additional information as applicable. If the application packet is not completed and returned to LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (Ed. Code §§ 56366(c)(1), (2).) In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to California Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and LEA agree otherwise in the ISA. (Ed. Code § 56366(a)(5); Cal. Code Regs., tit. 5, § 3062(e).) In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to an LEA student as a result of lack of provision of services while the student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and Federal law unless the parent and LEA voluntarily agree otherwise, or an interim alternative educational setting is deemed lawful by OAH consistent with section 1415(k) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where LEA is located, or

the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood that a representative of the Special Education Local Plan Area (“SELPA”) of which LEA is a member is an authorized LEA representative in collaboration with LEA. LEA maintains sole responsibility for the Master Contract, unless otherwise specified in the Master Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or Pupil Personnel Services issued by, or under the jurisdiction of, the California State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. As defined in Title 5 of the California Code of Regulations section 3001(r), the term "qualified" means that a person has met Federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services (including but not limited to, for example, the requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, California Code of Regulations, title 5, sections 3064 and 3065 and California Education Code section 56366.1(n)(1)), or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in Federal and state law or regulation, including the standards contained in the California Business and Professions Code and the scope of practice as defined by the licensing or credentialing body.) Nothing in this definition shall be construed as restricting the activities or services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. This includes, but is not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract

with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and may be referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided by instructional assistants, NPA behavior intervention aides, and bus aides and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents; documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record and the legitimate interests therefore. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from LEA student’s record. Such log needs not to record access to LEA student’s records by: (a) LEA student’s parent;



(b) an individual to whom written consent has been executed by LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and Federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within ten (10) business days to LEA. LEA shall have access to and receive copies of any and all documents required to be maintained by CONTRACTOR within five (5) business days of a request.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify LEA, in writing, of any change of ownership or corporate control within ten (10) business days of such change.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in the County where LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by LEA to conform to administrative and statutory guidelines issued by any state, Federal or local governmental agency. LEA shall provide CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)), or immediately, if CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance**, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## PART II – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY (“RTC”)

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (“NPS/RTC”), the following insurance policies are required:

- A. **Commercial General Liability Insurance** of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

Except with respect to claims arising from a Party's separate negligence or willful acts, which shall remain that Party's personal obligation, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, agents, attorneys, volunteers, and subcontractors with respect to a claim resulting from or arising out of this Master Contract or its performance and arising from the Party's actual or alleged act, failure to act, error, or omission in the performance of their obligations under this Agreement or any governing law or regulations.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

If LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining final written approval of LEA. Should CONTRACTOR wish to subcontract for special education and/or related services pursuant to this Master Contract, it must provide written notification to LEA before any subcontracting arrangement is made. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR'S original request and CONTRACTOR shall not subcontract for said services.

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when CONTRACTOR creates subcontracts for the provision of special education and/or related services (including without limitation, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effective coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured. All endorsements are to be received and approved by LEA before the subcontractor's work commences. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

**19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid and disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of LEA student is performed or a report is prepared in the normal course of the services provided to LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, LEA may, in its discretion, not fund services through the evaluator whose IEE LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a nonpublic agency, CONTRACTOR acknowledges that its authorized representative has read and understands California Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from LEA through due process proceedings. Such action shall constitute sufficient good cause for termination of this Master Contract.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by Federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION ("FAPE")**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If a LEA student's services are provided by a third party (i.e. a related services provider) CONTRACTOR shall notify LEA, in writing, if the provision of services ceases.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of LEA student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide all LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for LEA student to receive a free appropriate public education after: (a) written notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for an LEA student to receive a free appropriate public education shall not interfere with LEA student's receipt of special education and/or related services as specified in LEA student's IEP and ISA unless LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.* and shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards-aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency ("LEA"), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and Federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the designated curriculum guidelines for students with moderate to severe disabilities who participate in the State's alternative assessment. These students shall have access to the core content, activities, and instructional materials delineated within these curriculum guidelines. CONTRACTOR'S general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR'S general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines/certifications and any state licensing requirements and shall be provided as

specified in LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution ("LCI"), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver has a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian, or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention Services must have on staff individuals trained as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level attending LEA schools and shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

For students in grades kindergarten through 12, inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be the same as the California Education Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in LEA student's IEP and ISA.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in LEA student's ISA developed in accordance with LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both Parties. This provision does not apply to a nonpublic agency.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to LEA-developed/approved calendar; or as specified in LEA student's IEP and ISA. Unless otherwise specified in LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that LEA student's school of attendance is in session and LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on LEA calendar unless CONTRACTOR and LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR agrees to provide to LEA, all data (including billing information) related to students who are served by the CONTRACTOR. CONTRACTOR agrees to provide all data related to or referenced in any and all sections of this Master Contract if requested by LEA. CONTRACTOR agrees to provide all requested information in the format required by LEA. It is understood that all nonpublic schools and nonpublic agencies shall utilize the Special Education Information System ("SEIS") or comparable program/system approved by LEA/SELPA for all IEP development and progress reporting. Additional



progress reporting may be required by LEA. LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

LEA shall provide CONTRACTOR with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. LEA may approve use of CONTRACTOR-provided forms at its discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), and the English Language Proficiency Assessments for California (“ELPAC”), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to California Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend LEA mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with all requirements of California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract.

LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with Federal and state law and implementing regulations. If the individualized education program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy and provide each employee a copy thereof. CONTRACTOR shall also ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. CONTRACTOR shall immediately complete and maintain in the file of LEA student a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding an LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim plan. The IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. Consistent with the requirements of California Education Code section 56521.1(h), if a behavioral emergency report is written regarding an LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is

designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and Federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall submit a written discipline report within 24 hours to LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of California Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (Ed. Code §§ 56366(a)(2)(B)(i), (ii); 56345(b)(4).)

If an LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and LEA.

CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation which shows progress on goals and any and all assessments and written assessment reports (including testing protocols) created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the Special Education Information System ("SEIS") or other comparable program/system as approved by LEA solely at LEA's discretion, for all IEP planning and progress reporting. LEA shall provide training for any nonpublic school and nonpublic agency to ensure access to SEIS or the comparable program/system designated and approved for use by LEA. The nonpublic school and/or nonpublic agency shall maintain confidentiality of all IEP data on SEIS or on the LEA-approved comparable program/system, and shall protect the password requirements of the system. When a student disenrolls from the nonpublic school or stops receiving services from the nonpublic agency, such CONTRACTOR shall discontinue use of SEIS and/or LEA-approved comparable program/system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purpose of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational setting is deemed lawful and appropriate.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with all LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or Federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR'S program and/or the implementation of a particular student's IEP/ISA.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPPA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, chart notes, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support and/or intervention plans. LEA may request copies of such data at any time within five years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by LEA.

CONTRACTOR shall complete academic or other assessment of a LEA student ten (10) days prior to LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team shall be provided to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within 5 business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Such assessment costs may be added to the ISA and/or approved separately by LEA at LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge LEA student's parent(s) or LEA for the development or provision of progress reports, report cards, and/or any assessments, interviews, or attendance at any meetings, including but not limited to IEP meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of LEA student's change of residence. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA, in writing, of LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student's living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and provide travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the

scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to LEA.

CONTRACTOR, if providing services in a student's home as specified in the IEP, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot be an employee or volunteer associated with the nonpublic school or nonpublic agency service provider. Moreover, for services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution ("LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in California Education Code sections 56366(a)(2)(C) and 56366.9, California Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and the procedures set forth in LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. section 1411 *et seq.* and California Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), 20 U.S.C. section 1401(29); California Education Code section 56031; Title 5, California Code of Regulations section 3001 *et seq.*, Title 2, California Code of Regulations section 60100 *et seq.* regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in LEA student's IEPs.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state shall be certified or licensed by that state to provide special education

and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for the purpose of periodic monitoring of each LEA student's instructional program, and shall be invited to participate in the formal review of each student's progress. LEA representatives shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR'S site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standards-focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and Federal regulations, and Master Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

**PERSONNEL**

**45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers shall not come



in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to LEA that none of its employees, volunteers, or subcontractors who will have, or likely may have any direct contact with LEA students, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends California Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

#### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Mater Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* All paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c)

met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a LEA student shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the Federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students as specified in LEA Procedures. Within thirty (30) days, CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Master Contract by LEA.

Failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and shall also suffice as good cause for the suspension or termination of this Master Contract by LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage on LEA substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services

by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. Such policies and procedures shall be made available to CONTRACTOR upon CONTRACTOR’S request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program. Failure to comply with this and all LEA requirements in this regard shall be sufficient cause to terminate this Master Contract.

For services provided in a pupil’s home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to LEA. It is understood that unless otherwise agreed to by LEA, a public school credentialed teacher is responsible for the instructional program and all nonpublic agency related service providers shall work collaboratively with the teacher who shall remain in charge of supervising the instructional program.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable Federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et seq.*, and 49406, and California Health and Safety Code section 121545 regarding the examination of CONTRACTOR’S employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, Title 29 of the Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance,

CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

In signing this Agreement, CONTRACTOR certifies that its facilities either comply with Federal and state and local laws regarding disability access, or possesses and has available upon demand, a self-evaluation and/or transition plan in accordance with said laws.

## **52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist a LEA student with the administration of such medication after LEA student's parent(s) provide(s) to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify a LEA student's name, the type of medication, the date, time, and amount of each administration, and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

In the event there is a LEA student who is on a prescription medication regimen, the CONTRACTOR is to: (a) first obtain a copy of the appropriate medication authorization form available from LEA student's primary regional or site nurse; or (b) in the event the student does not take prescription medication during the school day, but would only take such medication while in the care, custody and control of the CONTRACTOR, prior to the commencement of services to LEA student, CONTRACTOR is to obtain a signed copy of the appropriate medication authorization form from the District. Both the District and CONTRACTOR shall retain a copy of the Authorization.

## **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall electronically submit, within 24 hours, any accident or incident report to LEA. CONTRACTOR shall properly submit accident or incident reports as required by the District.

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department ("Risk Manager")

of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers and any independent contractor and/or subcontractor authorized pursuant to this Master Contract, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370 et. seq. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to LEA. The written statement shall be submitted as specified by LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and, in addition, on a LEA form with signatures in the manner prescribed by LEA. Contractor will submit invoices using the format provided by LEA. At the request of LEA, invoices may require the following information: Name of LEA student for whom service was provided; the type of service provided; (if payment for assessment is approved by LEA pursuant to Section 36 of this Master Contract, the invoice must describe whether the assessment was prepared for an initial, annual, amended, or triennial IEP); month of service; specific dates (date, month, year and times) of services coordinated pursuant to LEA-approved calendar unless otherwise specified in the IEP or agreed to by LEA; name of staff who provided

the service and that individual's licensing and credentials; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; and verification that progress reports have been provided consistent with the ISA (consistent with IEP benchmark dates, unless otherwise specified on the ISA); and name or initials of each student for when the service was provided. In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit re-billing invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by LEA until completion of a review or audit, if deemed necessary by LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have

been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

#### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of LEA student's unexcused absence, CONTRACTOR shall notify LEA of such absence as specified in LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for ADA reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

CONTRACTOR shall maintain and LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall also provide LEA access to all records contemplated by Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over



billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a Federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this Master Contract, shall be as stated in Exhibits A and B.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center ("NPS/RTC"), Educationally Related Mental Health Services ("ERMHS") are provided in an integrated, intensive, educationally related therapeutic residential setting which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Costs for ERMHS are all inclusive and combined with the daily rate as ERMHS+RB ("ERMHS + Room and Board"). ERMHS plus Room and Board payments are based on positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The Parties hereto have executed this Master Contract by and through their duly authorized agents or

representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

**CONTRACTOR**

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

**Notices to CONTRACTOR shall be addressed to:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Nonpublic School/Agency/Related Service Provider

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email\*  
(\*Required)

LEA  
River Delta Unified School District

By:

\_\_\_\_\_  
Signature Date

By:

\_\_\_\_\_  
Kathy Wright, Director of Educational Services  
Name and Title of Authorized  
Representative

**Notices to LEA shall be addressed to:**

\_\_\_\_\_  
River Delta Unified School District

\_\_\_\_\_  
LEA  
445 Montezuma Street

\_\_\_\_\_  
Address  
Rio Vista CA 94571

\_\_\_\_\_  
City State Zip  
707-374-1729 707-374-2901

\_\_\_\_\_  
Phone Fax  
tsalomon@rdusd.org

\_\_\_\_\_  
Email

**Additional LEA Notification**  
(Required if Completed)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email

**EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2018-2019 CONTRACT YEAR**

CONTRACTOR \_\_\_\_\_ CONTRACTOR NUMBER \_\_\_\_\_ CDE TOTAL ENROLLMENT ALLOWED \_\_\_\_\_

**Rate Schedule.** This rate schedule limits the number of LEA students who may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students who can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \$30,000  
 Total LEA enrollment may not exceed \_\_\_\_\_  
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
<b>Language and Speech Therapy</b>	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Occupational Therapy</b>	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Physical Therapy</b>	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
<b>Behavior Intervention Services</b>	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: <i>Check the applicable work day:</i> <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
<b>Other:</b>	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	Instructional Assistant	\$ 40.00 Per Hour

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: None

From: Don Beno, Superintendent

Item Number: 10.8

Type of item: (Action, Consent Action or Information Only): Consent Action

**SUBJECT:**

Donations

**BACKGROUND:**

Donations to Receive and Acknowledge:

**Delta High School**

Courtland Town Association \$1000

**Clarksburg Middle School**

Courtland Town Association \$1000

**Walnut Grove Elementary School – Summer STREAM Camp/Swim Lessons**

Harvey and Josephine Memorial Fund and Grow West \$12,500

Courtland Town Association \$1000

Les McMullen \$800

Victoria Turk \$80

Katrina Spradling \$80

Klytia & Steve Burcham \$160

Bailey House \$160

Antoinette Draxler \$160

Dale Lillak \$80

Larry Gorham \$150

Amy Bettencourt \$160

Antonia Slagle \$80

Holly Pauls \$80

Norman Spalding \$100

Ned Estill \$160

Linda Van Loben Sels \$200

**Walnut Grove Elementary School – Sly Park for 5<sup>th</sup>/6<sup>th</sup> Grade Students**

Harvey and Josephine Lyman Memorial Fund and Grow West \$3,661

Walnut Grove Rotary \$1,200

**Rio Vista High School – Joseph Turk Memorial Scholarship Fund**

Nancy Holt

**Rio Vista High School – 2019 “Night at the Gatsby” Prom**

Rio Vista Rotary Club

Robert & Susan Hickey

Joseph & Patricia Huyssoon

Leon Guzenda

James McPherson

Hector & Stefanie De La Rosa

**STATUS:**

**PRESENTER:**

Don Beno, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT: STAFF**

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board acknowledge and approve the receipt of these donations

Time allocated: 2 minutes

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: 2

From: Laura Uslan, Principal at Delta High School

Item Number: 12

Type of item: (Action, Consent Action or Information Only): Consent Action

**SUBJECT:**

Request the board approve the creation of a Spanish for Native Speakers course for the 2019-20 school year at Delta High School.

**BACKGROUND:**

Spanish is the native language for many students at Delta High School. The addition of this course will allow native speakers to accelerate quickly past familiar or known language in order to master the vocabulary, language structure, and specificities of their native language. We believe this will increase our enrollment of native speakers in the highest levels of Spanish coursework (Spanish 3 and Advanced Placement Spanish).

**STATUS:**

We anticipate full enrollment in this course for the Fall of 2019-20.

**PRESENTER:**

Laura Uslan, Principal at Delta High School

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

The course will utilize our current Spanish curriculum adoption, *Avencemos* by Houghton Mifflin Harcourt.

**RECOMMENDATION:**

That the Board approves the creation of a Spanish for Native Speakers course for the 2019-20 school year at Delta High School.

Time allocated: 4 minutes

**River Delta Unified School District**  
**REQUEST TO USE A COURSE NAME AND AERIES #**

- I. DEPARTMENT: \_\_\_\_\_ Foreign Language/Spanish \_\_\_\_\_
- II. COURSE TITLE: \_\_\_\_\_ Spanish for Native Speakers \_\_\_\_\_
- III. CBED COURSE IDENTIFIER #: \_\_\_\_\_ 2225 \_\_\_\_\_
- IV. COURSE #: \_\_\_\_\_ not yet assigned \_\_\_\_\_
- V. SHORT TITLE: \_\_\_\_\_ Spanish for Native Speakers \_\_\_\_\_
- VI. LONG TITLE: \_\_\_\_\_ Spanish for Native Speakers \_\_\_\_\_
- VII. GRADE LEVEL(S): \_\_\_\_\_ 9-12 \_\_\_\_\_
- VIII. COURSE LENGTH: \_\_\_\_\_ Year \_\_\_\_\_
- IX. NUMBER OF CREDITS: \_\_\_\_\_ 10 \_\_\_\_\_

X. COURSE DESCRIPTION (please attached proposed syllabus):

Attached.

XI. RATIONALE FOR THE COURSE:

Spanish is the native language for many students at Delta High School. The addition of this course will allow native speakers to accelerate quickly past familiar or known language in order to master the vocabulary, language structure, and specificities of their native language. We believe this will increase our enrollment of native speakers in the highest levels of Spanish coursework (Spanish 3 and Advanced Placement Spanish).

XII. RESOURCES:

The course will utilize our current Spanish curriculum adoption, *Avencemos* by Houghton Mifflin Harcourt.

XIII. COURSE ALIGNMENT:

The course will be offered as an entry level (Spanish 1) course.

XIV. CSU/UC APPROVAL:  Yes      No

a. If YES, WHAT AREA? \_\_\_\_\_ "e"/Language other than English \_\_\_\_\_

XV. VOCATIONAL EDUCATION COURSE?  Yes      No

a. IF SO, WHAT LEVEL?

- i. Introductory \_\_\_\_\_
- ii. Concentrator \_\_\_\_\_
- iii. Completer \_\_\_\_\_

---

DISTRICT APPROVAL?

Yes      No

KAW  
5/2/19

**Course Title:** Spanish for Native Speakers

### Step 1: Course Overview

Prompt:	Your Course Overview:
The Course Overview provides a snapshot of the course's content for users browsing courses in the Course Search section. You will be asked to provide a brief summary (3-5 sentences) of the course's content.	This college preparatory class is for students whose home language is Spanish. In this level of the Spanish for Native Speakers program the students will develop their reading, listening, writing, and speaking skills in Spanish through the three modes of communication and the study of the six AP themes. Students will study Hispanic history and culture, as well as the political and socio-economic issues facing the Spanish-speaking world. In this class, the student will be expected to participate orally through debates, oral presentations, and student lectures. Writing assignments for this course will focus on the well-developed paragraph and the three-paragraph essay. The differences between formal and informal language, both oral and written, will be stressed throughout the year. The goal is to develop academic literacy and promote student success in all core classes.

### Step 2: Materials used in course

Material Type: (Textbook, Primary Source, Workbook, etc)	Title and Publisher:
Textbook	Avancemos by Houghton Mifflin Harcourt
Workbook	Avancemos by Houghton Mifflin Harcourt
Authentic texts and audio files from various sources	Rhinospike, ISSU, Viewpoints, Audiolingua, amediavoz.com, Radio Ambulante, etc.
Documentaries, movies	El Norte (1983, USA/Guatemala) Which Way Home? (2009, USA) La Historia Oficial (1985, Argentina) Voces Inocentes (2004, El Salvador) La Leyenda de la Llorona (2011, Mexico) Spare Parts Radio Ambulante (Es Esto Normal Doctor?)

### Step 3: Course Content

The Course Content section will request for information in a unit-by-unit style. **For each unit of the course, you will be asked to provide:**

1. A brief description (5-10 sentences) of topics to be addressed that demonstrates the critical thinking, depth and progression of content covered.
2. A brief summary (2-4 sentences) of at least one assignment that explains what a student produces, how the student completes the assignment and what the student learns.

Unit Title: Identidades Personales y Publicas (Personal and Public Identities)	
Description of topics to be addressed:	Students will begin the year by becoming familiarizing themselves with the Spanish-speaking world, its history, culture, and geography. They will review the alphabet, pronunciation and phonetics, word origins, and idiomatic expressions. They will also begin to examine how their personal and public identities are shaped by their cultural Heritage. The units of instruction are designed to begin with students thinking of topics closest to home (themselves) before gradually expanding their thinking outward to encompass broader issues that impact others.
Sample assignment(s) from unit:	Country project. Students will research a Spanish-speaking country and present it to the class. They will identify the country's capital, geographical location, currency, and at least 2 interesting facts about its society and/or current events. The information may be presented digitally or through a visual aid, such as an illustrated flag. All students will write down the information during the presentations. In the end, all students will have a basic knowledge of the Spanish-speaking countries.

Unit Title: Las Familias y Las Comunidades (Families and Communities)	
Description of topics to be addressed:	Students will expand upon the concept of identity by exploring the theme of family and community. They will review the changing family units and indigenous communities in Spanish-speaking countries. Students will compare and contrast family and community life in both urban and rural settings. This is the next step in helping students expand their thinking outwards from themselves to eventually become more globally-minded thinkers.
Sample assignment(s) from unit:	Indigenous peoples project. Students will choose an indigenous culture to research and present to the class. They will identify the regions/country of origin, the language/dialect spoken, the family/tribal structure, its population, and how/whether it is protected by the government. All students will write down the information during the presentations in order to have a basic knowledge of several indigenous populations.



Unit Title: La Vida Contemporanea (Contemporary Life)

Description of topics to be addressed:	Students will explore various aspects of contemporary life in Spanish-speaking countries, such as the educational system, the country's status as a first-, second-, or third-world nation, its political system, popular culture, and professions. The political aspects of contemporary life will serve as an introduction to a more in-depth treatment of similar topics during the unit called "Global Challenges."
Sample assignment(s) from unit:	Students will choose to research either a sporting event, a concert, or a popular movie from one of the Spanish-speaking countries. They will compare and contrast that event with a similar event from the U.S. and present their findings to the class. They will include information about the cost of the event, the behavior of the audience (if there is one), the popularity of the event, any customs or traditions associated with it, etc. The class will take notes on the presentations and then write an essay explaining which event they would like to attend if they could and why.

Unit Title: La Belleza y La Estética (Beauty and Aesthetics)

Description of topics to be addressed:	Students will explore the different ideals of beauty in the various Spanish-speaking countries. They will look at fashion magazines and learn about the different practices, such as airbrushing, that allow the models to look flawless. They will discuss how these unrealistic standards of beauty can cause impressionable young people--male and female--to take drastic measures in order to achieve these impossible standards. Students will also learn about plastic surgery and its darker side: "la ruta negra," which is a cheaper, unregulated and highly dangerous way of obtaining plastic surgery.
Sample assignment(s) from unit:	Students will listen to a Radio Ambulante podcast called "Doctor es Esto Normal?" parts 1 and 2, which tell the story of a young girl named Ximena who goes through "la ruta negra" to obtain plastic surgery and ultimately dies from it. Students will complete comprehension questions as we listen. After the podcasts are over, students will be assigned to groups to read 3-4 articles on the topic of beauty and aesthetics. The articles will be read and discussed within groups using the think-pair-square activity before we discuss the ideas contained in them through the philosophical chairs activity.

Unit Title: La Ciencia y La Tecnología (Science and Technology)

Description of topics to be addressed:	Students will explore various aspects of science and technology, such as robotics classes in schools, careers in science and technology, positive influences on society (e.g. vaccines, labor saving devices, social media), and
--	--

	negative influences on society (e.g. social media, increasingly violent video games).
Sample assignment(s) from unit:	<p>Students will watch “Spare Parts,” the story of how 4 Chicano high school students were able to beat the MIT team in an underwater robotics competition. Students will discuss how this robotics program changed the lives of the students and whether the students in our school might benefit from a similar program.</p> <p>Students will read articles on the pros and cons of both social media and video games. They will choose a stance and write a justification essay citing textual evidence to support their stance.</p>

Unit Title: Los Desafíos Globales (Global Challenges)	
Description of topics to be addressed:	<p>Students will revisit in greater detail some of the topics they were introduced to in the “Contemporary Life” unit. They will learn how and why countries are labeled first-, second-, or third-world countries. They will learn about the various political systems, their economies, the class divides that exist, and the current civil/political unrest in some countries, such as Venezuela. They will also explore some of the causes behind illegal immigration from countries other than Mexico (since most of our students are of Mexican descent and already familiar with those causes).</p>
Sample assignment(s) from unit:	<p>Students will read excerpts from “Enrique’s Journey” and watch the documentary “Which Way Home?” both of which report on the experiences of Honduran immigrants and their journeys to the United States. They will use this information to compare and contrast the different perceptions of these immigrants and their treatment throughout the different regions they travel through. Then, students will explore how these attitudes are similar to or different from those reflected in the debate currently surrounding illegal immigration in the U.S.</p> <p>Report on life as a third-world resident. Students will be assigned to a nation currently designated as third-world. They will imagine themselves as a lower, middle, or upper class citizen of that country and then research what life is like for someone of that class. They will research what opportunities are available to them and how they plan to improve their situation in life. Students will then compare those hypothetical situations to similar ones in the United States</p>

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X\_\_\_\_\_

From: Don Beno, Superintendent

Item Number: 13\_\_\_\_\_

Type of item: (Action, Consent Action or Information Only): Action\_\_\_\_\_

**SUBJECT:**

Request that the Board approve the 2018-19 Tentative agreement between the California School Employees Association and its River Delta Chapter #319 and the River Delta Unified School District.

**BACKGROUND:**

The District and the CSEA and its River Delta Chapter #319 have reached a tentative agreement on contract language, salary and benefits. This agreement will resolve all issues, which were opened for the 2018-19 school year. The District and the Association agree to the following: (See attached).

**STATUS:**

**PRESENTER:**

Don Beno, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

The total cost of bargained agreements with ALL employees will be approximately \$154,922

**RECOMMENDATION:**

That the Board approve the 2018-19 Tentative Agreement with CSEA

Time allocated: 5 minutes

TENTATIVE AGREEMENT  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND IT'S  
RIVER DELTA CHAPTER #319  
AND  
RIVER DELTA UNIFIED SCHOOL DISTRICT

Successor Agreement  
May 1, 2019

**ARTICLE 3 - Organizational Security**

Membership and Dues Deduction:

- 1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al., 585 US (2018), expressing District's desire to work cooperatively with CSEA. due to its professionalism and strong support for increased school funding.* District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.
  - 1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.
  - 1.3 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
1. Dues Deduction:
- 2.1 The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

- 2.2 The District's managers, supervisors and confidential employees shall be positive or neutral regarding employees' decisions to belong to an employee organization or participate in its activities. Managers, supervisors and confidential employees shall not instruct employees on the process to leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

## 2. Membership Information:

- 3.1. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.
- 3.2. The District shall reject all Public Records Act requests from outsiders for work email addresses for bargaining unit members unless there is a court decision directing public agencies to release this information.
- 3.3 The District shall use its best efforts to filter out outsiders' emails to work email addresses soliciting against union membership. District shall only post on the public portion of its website work email addresses for employees whom the public needs to contact.

## 4. Hold Harmless Provision:

- 4.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.
- 4.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

**ARTICLE 17 – Health and Welfare Benefits**

17.1.1 CSEA proposes to maintain current contract language.

**APPENDIX B – Classified Employees Salary Schedule**

A **2.71%** wage increase will be effective **July 1, 2018**.

A **one-time 1%** off the salary schedule bonus will be effective **July 1, 2018**.

**ARTICLE 19 – District Use of Volunteers**

It is understood that if the volunteer project is work that would normally be done by bargaining unit members, an appropriate **District classified** employee knowledgeable in the task to be completed will be involved in supervising the volunteers and will be paid at the appropriate rate of pay.

Jointly created form with the District 4/15/19.

**ARTICLE 20 – Duration**

This Agreement shall be effective **July 1, 2018** upon ratification by both parties and shall expire on **June 30, 2021**. The Agreement shall be reopened for negotiations for the **2019-2020** and **2020-2021** school years on salary, benefits, and two (2) additional articles selected by both parties.

Mary D      5-1-19  
CSEA                      DATE

D. T. E.      5/1/19  
DISTRICT                      DATE  
Etkeema Astor      5/1/19

Christy Ruckels  
David L. House

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: \_\_\_\_\_

From: Ken Gaston, Director of MOT

Item Number: 14

Type of item: (Action, Consent Action or Information Only): Action

**SUBJECT:**

Request to approve the agreement with RGM and Associates for preparation and administration of the Bid and Administration Process for the Asphalt Paving Repair Projects

**BACKGROUND:**

This Proposal is to assist the District with bid package preparation and administering the bid and award process for the Asphalt Paving Repairs at Delta High School, Walnut Grove Elementary School, and Rio Vista High School.

**STATUS:**

The district is asking the Board to approve the agreement with RGM and Associates to assist the district with the bid package preparation and administering the bid and award process for the Asphalt Paving Repairs.

**PRESENTER:**

Ken Gaston, Director of MOT

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Cost of \$15,350 – to be paid from Fund 21 Emergency Repair Program (ERP)

**RECOMMENDATION:**

That the Board approves the agreement with RGM and Associates as submitted

Time allocated: 3 minutes

May 6, 2019

Ken Gaston, Director of MOT  
**RIVER DELTA UNIFIED SCHOOL DISTRICT**  
445 MONTEZUMA STREET  
RIO VISTA, CA 94571  
[kgaston@rusd.org](mailto:kgaston@rusd.org)



PROGRAM And  
CONSTRUCTION  
MANAGERS

CONTRACTORS  
And BUILDERS

## Proposal

### **Bid Package Preparation and Bid Process Administration**

### **Asphalt Paying Repairs at Delta High School, Walnut Grove Elementary School, and Rio Vista High School**

Ken,

We are pleased to provide this Proposal to assist the District with bid package preparation and administering the bid and award process for the Asphalt Paving Repairs at Delta High School, Walnut Grove Elementary School, and Rio Vista High School. Our services will include collecting and compiling information needed to prepare bid packages for competitive public bidding, Including:

1. Drafting the Division 00 and 01 Bid and Contract Documents, General and Supplemental Conditions to the Contract
2. Coordinating technical specifications and details for asphalt paving, re-striping, and miscellaneous concrete work.
3. Prepare and Issue public bid advertisements and Notices to Bidders in plan rooms. Provide contractor outreach to help solicit qualified bidders
4. Respond to Bidder questions, Issue addenda to the bid
5. Conduct contractor pre bid conferences to acclimate bidders to the scope of work, bid and contract requirements
6. Administer receipt of bids and provide bid tabulation
7. Evaluate bids for conformance
8. Resolve any bid protests or irregularities and provide recommendations for Board award or other actions such as rejection of bids
9. Prepare and issue Contracts, Performance and Payment Bonds and Insurance forms
10. Review Bonds and Insurance Certificates for conformance
11. Conduct preconstruction conferences
12. Issue the Notice to Proceed.
13. Process Pay Applications and Change Orders.

**We propose to complete the Bid and Award process on a Time and Expense, Not-to-Exceed \$15,350**

Respectfully Submitted,

A handwritten signature in blue ink, appearing to be 'Don T. Beno', written over a horizontal line.

President

\_\_\_\_\_  
Don T. Beno, Superintendent  
River Delta Unified School District

Approved:

**RGM and ASSOCIATES**

3230 Monument Way  
Concord, Ca 94518

Phone: (925) 671-7717

Fax: (925) 671-7788

CSL# 509513

[www.rgmassociates.com](http://www.rgmassociates.com)





PROGRAM And  
CONSTRUCTION  
MANAGERS

CONTRACTORS  
And BUILDERS

Estimated Staffing-Fee Breakdown:

Principal, SR PM	10 hrs. @ \$180 = \$ 1,800
Project Manager	55 hrs. @ \$160 = \$ 8,800
<u>Contracts Manager</u>	<u>50 hrs. @ \$ 65 = \$ 3,250</u>
<b>Subtotal</b>	<b>\$13,850</b>
<u>Reimbursable Allowance</u>	<u>\$ 1,500</u>
<b>Total Estimated Fee</b>	<b>\$15,350</b>

*Rates include all taxes, insurance, health and welfare benefits, overhead and profit, cell phone, usage rates, Laptop/PC for staff, PM truck & mileage.*

**Reimbursable Expenses:** charged at cost plus 12%, as approved by District:

- *Postage/Express Mail/Overnight*
- *Reproducible/Plan Reproduction*

Supplemental project management oversight, if needed will be provided on an as requested hourly basis pursuant to aforementioned rates

**RGM and ASSOCIATES**

3230 Monument Way  
Concord, Ca 94518

Phone: (925) 671-7717

Fax: (925) 671-7788

CSL# 509513

[www.rgmassociates.com](http://www.rgmassociates.com)

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: \_\_\_\_\_

From: Ken Gaston, Director of MOT

Item Number: 15

Type of item: (Action, Consent Action or Information Only): Action

**SUBJECT:**

Request to approve the Notice of Award for the Rio Vista High School Access Road Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$52,970 (No Alternates).

**BACKGROUND:**

Pursuant to Public Contract Code, the Project was duly advertised two times, seven (7) days apart. On April 30, 2019, one bid was received and is as follows: The bid tabulation sheet is attached. Warren E. Gomes Excavating Inc. turned in the low, responsive bid for the Project. The scope of work includes asphalt paving repairs, and miscellaneous concrete work. Amount listed included Base Bid.

Rio Vista High School in the amount of \$52,970

**STATUS:**

The existing asphalt paving is beyond its useful life and failing. The District has identified the project as a high priority project with Emergency Repair Program (ERP) Funds. The Contractor has been vetted. Bid documents were found to be in order. The Contractor is ready to proceed promptly upon award and execution of contracts and bonds. Contracts are District standard contracts prepared by District Legal Counsel and RGM and Associates.

**PRESENTER:**

Ken Gaston, Director of MOT

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Emergency Repair Program (ERP) Funds

**RECOMMENDATION:**

That the Board approves a budget of \$52,970 and to authorize the Superintendent to finalize contracts with Warren E. Gomes Excavating Inc., of Rio Vista, CA for Asphalt Paving Repairs at Rio Vista High School.

Time allocated: 4 minutes

PROJECT NAME:

**Rio Vista High School  
Access Road Asphalt Paving Repairs**

BIDS DUE:

**Tuesday, April 30, 2019, 2:00 p.m.**

AT:

**River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571**

CONTRACTOR	ADDENDA	ATTACHMENTS		BASE BID
<b>Warren E. Gomes Excavating Inc.</b> P.O. Box 369 551 Airport Road Rio Vista, CA 94571	N/A	x	Bid Form	Total Base Bid: \$52,970.00  No Alternates  Total Bid           \$52,970.00
		x	Designation of Subcontractors	
		x	Non-Collusion Declaration	
		x	Bid Bond	
		x	Information Required of Bidder	
		x	Signed Document regarding Workers Comp.	
			Bid Form	
			Designation of Subcontractors	
			Non-Collusion Declaration	
			Bid Bond	
			Information Required of Bidder	
			Signed Document regarding Workers Comp.	
			Bid Form	
			Designation of Subcontractors	
			Non-Collusion Declaration	
			Bid Bond	
			Information Required of Bidder	
			Signed Document regarding Workers Comp.	

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 16.

Type of item: (Action, Consent Action or Information Only): Action

**SUBJECT:**

Request to approve the Notice of Award for the Walnut Grove Elementary School Playground Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$89,100.

**BACKGROUND:**

Pursuant to Public Contract Code, the Project was duly advertised two times, seven (7) days apart. On April 30, 2019, one bid was received and is as follows: The bid tabulation sheet is attached. Warren E. Gomes Excavating Inc. turned in the low, responsive bid for the Project. The scope of work includes asphalt paving repairs, and miscellaneous concrete work. Amount listed included Base Bid plus Alternate items.

Walnut Grove Elementary School in the amount of \$89,100 (Includes Alternates #1 and 2 declines Alternate #3 and 4)

**STATUS:**

The existing asphalt paving is beyond its useful life and failing. The District has identified the project as a high priority project with Emergency Repair Program (ERP) Funds. The Contractor has been vetted. Bid documents were found to be in order. The Contractor is ready to proceed promptly upon award and execution of contracts and bonds. Contracts are District standard contracts prepared by District Legal Counsel and RGM and Associates.

**PRESENTER:**

Ken Gaston, Director of MOT

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Emergency Repair Program (ERP) Funds

**RECOMMENDATION:**

That the Board approves a budget of \$89,100 and to authorize the Superintendent to finalize contracts and alternate bid items with Warren E. Gomes Excavating Inc., of Rio Vista, CA for Asphalt Paving Repairs at Walnut Grove Elementary School.

Time allocated: 4 minutes

PROJECT NAME:

**Walnut Grove Elementary School  
Playground Asphalt Paving Repairs**

BIDS DUE:

**Tuesday, April 30, 2019, 2:00 p.m.**

AT:

**River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571**

CONTRACTOR	ADDENDA	ATTACHMENTS		BASE BID	
<b>Warren E. Gomes Excavating Inc.</b> P.O. Box 369 551 Airport Road Rio Vista, CA 94571	N/A	x	Bid Form		
		x	Designation of Subcontractors	Total Base Bid: \$ 75,280.00	
		x	Non-Collusion Declaration	Alternate #1 \$ 5,620.00	
		x	Bid Bond	Alternate #2 \$ 8,200.00	
		x	Information Required of Bidder	Alternate #3 \$ 4,050.00	
		x	Signed Document regarding Workers Comp.	Alternate #4 \$ 3,800.00	
				Total Bid \$ 96,950.00	
			Bid Form		
	Designation of Subcontractors				
	Non-Collusion Declaration				
	Bid Bond				
	Information Required of Bidder				
	Signed Document regarding Workers Comp.				
			Bid Form		
	Designation of Subcontractors				
	Non-Collusion Declaration				
	Bid Bond				
	Information Required of Bidder				
	Signed Document regarding Workers Comp.				

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

445 Montezuma Street  
Rio Vista, California 94571-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X\_\_\_\_\_

From: Ken Gaston, Director of MOT

Item Number: 17\_\_\_\_\_

Type of item: (Action, Consent Action or Information Only): Action\_\_\_\_\_

**SUBJECT:**

Request to approve the Notice of Award for the Delta High School Parking Lot Asphalt Paving Repairs to Warren E. Gomes Excavating, Inc. in the amount of \$104,890.50 (Declined Alternates).

**BACKGROUND:**

Pursuant to Public Contract Code, the Project was duly advertised two times, seven (7) days apart. On April 30, 2019, one bid was received and is as follows: The bid tabulation sheet is attached. Warren E. Gomes Excavating Inc. turned in the low, responsive bid for the Project. The scope of work includes asphalt paving repairs, and miscellaneous concrete work. Amount listed included Base Bid.

Delta High School in the amount of \$104,890.50

**STATUS:**

The existing asphalt paving is beyond its useful life and failing. The District has identified the project as a high priority project with Emergency Repair Program (ERP) Funds The Contractor has been vetted. Bid documents were found to be in order. The Contractor is ready to proceed promptly upon award and execution of contracts and bonds. Contracts are District standard contracts prepared by District Legal Counsel and RGM and Associates.

**PRESENTER:**

Ken Gaston, Director of MOT

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

**COST AND FUNDING SOURCES:**

Emergency Repair Program (ERP) Funds

**RECOMMENDATION:**

That the Board approves a budget of \$104,890.50 and to authorize the Superintendent to finalize contracts with Warren E. Gomes Excavating Inc., of Rio Vista, CA for Asphalt Paving Repairs at Delta High School.

Time allocated: 4 minutes

PROJECT NAME:

**Delta High School  
Parking Lot Asphalt Paving Repairs**

BIDS DUE:

**Tuesday, April 30, 2019, 2:00 p.m.**

AT:

**River Delta Unified School District  
445 Montezuma Street  
Rio Vista, CA 94571**

CONTRACTOR	ADDENDA	ATTACHMENTS		BASE BID	
<b>Warren E. Gomes Excavating Inc.</b> P.O. Box 369 551 Airport Road Rio Vista, CA 94571	N/A	x	Bid Form		
		x	Designation of Subcontractors	Total Base Bid: \$	104,890.50
		x	Non-Collusion Declaration	Alternate #1 \$	37,046.00
		x	Bid Bond	Alternate #2 \$	3,580.00
		x	Information Required of Bidder		
		x	Signed Document regarding Workers Comp.		
				Total Bid \$	145,516.50
			Bid Form		
			Designation of Subcontractors		
			Non-Collusion Declaration		
			Bid Bond		
			Information Required of Bidder		
			Signed Document regarding Workers Comp.		
			Bid Form		
			Designation of Subcontractors		
			Non-Collusion Declaration		
			Bid Bond		
			Information Required of Bidder		
			Signed Document regarding Workers Comp.		

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments:   X  

From: Elizabeth Keema-Aston

Item Number:   18  

Type of item: (Action, Consent Action or Information Only):           Action          

**SUBJECT:**

Approve Resolution #761 Authorizing FY 2018-19 expenditures from Education Protection Act Funds (Proposition 30)

**BACKGROUND:**

Voter approval in November 2012 of Proposition 30 made changes in the ongoing allocation of State financial allocations of funding to K-12 school districts. The Education Protection Act (EPA) requires that governing boards annually approve the expenditure of this portion of ongoing State funding by resolution.

In May 2018, this Board authorized the expenditure of FY 2017-18 EPA funding for employee salary and benefit expenses, excluding any administrative costs. At that time the amount of FY 2017-18 EPA funding provided was \$368,558.

In March 2019, CDE published revised calculations for EPA funding for FY 2017-18 and FY 2018-19. As a result the EPA funding was increased for FY 2017-18 by \$71,495 bringing the entitlement to \$440,053.

For the current year, FY 2108-19, our EPA award was \$369,686. To capture the adjustment in EPA funding of FY 2017-18, the current year EPA award is increased to a net amount of \$441,181.

Overall State LCFF revenues (including local property taxes) have been reviewed and a determination made that there is no net significant change to district revenues as a result of the adjustment in EPA entitlements.

**STATUS:**

Staff prepared a Resolution for Board Action to authorize EPA expenditures for FY 2018-19

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES: N/A**

**RECOMMENDATION:**

That the Board approves Resolution #761 to authorize FY 2018-19 expenditure of EPA funds in the revised award amount of \$ 441,181 and that this information be posted on the district website in accordance with legal requirements.

Time allocated: 5 minutes



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIVER DELTA UNIFIED SCHOOL DISTRICT REGARDING  
THE EDUCATION PROTECTION ACCOUNT – 2018-19**

**RESOLUTION NO. 761**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Trustees of the River Delta Unified School District as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of River Delta Unified School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the River Delta Unified School District has determined to spend the monies received from the Education Protection Act on current certificated teacher salaries and benefits.

**PASSED AND ADOPTED** this day, May 14, 2019 by the following vote:

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

**IN WITNESS WHEREOF**, I, Marilyn Riley, Clerk of the Board of Trustees of the River Delta Unified School District of Sacramento County, California, certify that the foregoing is a full, true, and correct copy of Resolution No. 761 adopted by the said Board at a Regular Business meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
Marilyn Riley, Clerk  
Board of Trustees  
River Delta Unified School District

\_\_\_\_\_  
Date

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments:   X  

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number:   19  

Type of item: (Action, Consent Action or Information Only):   Action  

**SUBJECT:**

Approval of resolution no. 762 of the board of trustees of the river delta unified school district declaring official intent to reimburse certain project costs and expenditures from future potential bond proceeds.

**BACKGROUND:**

The Board may seek to hold a bond election district-wide, or bond elections within the District's existing SFID No. 1 and/or SFID No. 2. If authorized by the Board, costs could be incurred leading to such election or elections. In this regard, there may be a need to make payments on Board authorized bond projects and bond planning expenditures before the District receives funds from the potential bond issue or bond issues. It will be important for the District to have the ability to reimburse itself for any Board authorized Bond Projects or planning or other expenditures made in anticipation of bond issues, before bond funds are available.

A resolution declaring the District's official intent to reimburse project expenditures from the proceeds of bonds is required by United States Treasury Regulations in order to reimburse the District for such project expenditures incurred prior to the issuance of such bonds. Pursuant to the Treasury Regulations, the intent to reimburse the District from bond proceeds must be declared no later than sixty (60) days after the first payment of certain expenditures related to the projects.

**STATUS:**

The purpose of this resolution is to declare the District's official intent to reimburse itself from proceeds of the first series of bonds as described above, in the event the Board determines to call a bond election or elections, and in the event such election or elections are successful.

**PRESENTER:**

Elizabeth Keema-Aston, Chief Business Officer

**OTHER PEOPLE WHO MIGHT BE PRESENT: N/A**

**COST AND FUNDING SOURCES:**

Initial Expenditures would be from the General Fund with reimbursement from the bond funds upon receipt of bond proceeds.

**RECOMMENDATION:**

That the Board approves Reimbursement Resolution #762 to reimburse General Fund for expenses prior to receipt of Bond proceeds, if and when SFID #1 and SFID #2 bond measure is approved by voters.

Time allocated: 5 minutes

**RESOLUTION NO.   762**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIVER DELTA UNIFIED SCHOOL DISTRICT  
DECLARING OFFICIAL INTENT TO REIMBURSE  
CERTAIN EXPENDITURES FROM BOND PROCEEDS**

**WHEREAS**, the River Delta Unified School District (the “District”) may finance the acquisition, construction, renovation, furnishing, and/or equipping of school facilities with the proceeds of the sale of general obligation bonds or other forms of debt, the interest upon which may be excluded from gross income for federal income tax purposes (the “Bonds”);

**WHEREAS**, although no final decision has been made, it is anticipated that the District’s Board may seek to call a District-wide bond election or an election or elections within the boundaries of the District’s SFID No. 1 and/or SFID No. 2. It is anticipated that such Bond or Bonds may be in the amount of approximately One Million Dollars (\$1,000,000) each;

**WHEREAS**, prior to the issuance of the Bonds, the District may find it necessary to incur certain project costs (“Project Costs”) along with Expenditures (the “Expenditures”) with respect to planning for and issuing the bonds, and with respect to the projects to be funded from Bond funds available to the District; and

**WHEREAS**, the Board of Trustees (the “Board”) of the District anticipates that those moneys to be advanced on and after the date hereof to pay the Projects Costs and Expenditures are available only for a temporary period and it may be necessary to reimburse the District for the Expenditures from the proceeds of the Bonds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the River Delta Unified School District, California, as follows:

**Section 1.     Recitals.** The Board hereby finds and determines that the foregoing recitals are true and correct.

**Section 2.     Intent to Reimburse.** The Board hereby declares its intention and reasonably expects to reimburse Project Costs and Expenditures incurred prior to the issuance of the Bonds with proceeds of the Bonds.

**Section 3.     Expenditure Date.** This resolution is being adopted not later than 60 days after the payment of any Project Costs and Expenditures subject to reimbursement.

**Section 4.     Reimbursement Allocation.** The District will make a reimbursement allocation, which is a written allocation that evidences the District’s use of Bond proceeds to reimburse the Project Costs and Expenditures no later than 18 months after the later of the date on which such Cost or Expenditure is paid or placed in service or abandoned, but in no event more than three years after the date on which the Cost or Expenditure is paid. The District recognizes that exceptions are available for certain preliminary expenditures, costs of issuance, certain de minimis amounts, and certain expenditures for construction projects.

**Section 5. Compliance with Treasury Regulations.** This resolution is adopted as the official action of the District in order to comply with Treasury Regulations § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project Costs and Expenditures of the District incurred prior to the date of issue of the Bonds.

**APPROVED, PASSED AND ADOPTED** by the following vote of the members of the Board of Trustees of the River Delta Unified School District, State of California, this 14 day of May 2019:

AYES	_____
NOES	_____
ABSENT	_____
ABSTAIN	_____

By: \_\_\_\_\_  
President of the Board of Trustees

ATTEST:

By: \_\_\_\_\_  
Secretary of the Board of Trustees

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

445 Montezuma Street  
Rio Vista, California 9457-1561

**BOARD AGENDA BRIEFING**

Meeting Date: May 14, 2019

Attachments: X\_\_\_\_\_

From: Don Beno, Superintendent

Item Number: 20\_\_\_\_\_

Type of item: (Action, Consent Action or Information Only): Action\_\_\_\_\_

**SUBJECT:**

Request to approve the *first* reading of the updated or new Board Policies, Administrative Regulations or Exhibits due to new legislation or mandated language and citations revisions as of March 2019.

**BACKGROUND:**

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

**STATUS:**

Attached are Board Policies, Administrative Regulations and Exhibits which have been affected by changes in law effective prior to March 2019 which need to be approved for the *first* reading.

These policies, etc. will be submitted for the *second and final* reading and adoption at the June 11, 2019 Board meeting.

**PRESENTER:**

Don Beno, Superintendent

**OTHER PEOPLE WHO MIGHT BE PRESENT:**

Staff

**COST AND FUNDING SOURCES:**

**RECOMMENDATION:**

That the Board approves the *first* reading of these policies, regulations and exhibits resulting from legislations effective prior to March 2019.

Time allocated: 5 minutes

**POLICY GUIDE SHEET**  
**March 2019**  
**Page 1 of 4**

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/E 0420.41 - Charter School Oversight**  
(BP/E revised)

Policy updated to include the California School Dashboard as a means for monitoring charter school performance and identifying the need for technical assistance. Policy also deletes material related to the identification of schools for federal Program Improvement, which is no longer operational. Exhibit reorganized and subheads added for clarity. Exhibit also reflects **NEW LAW (SB 126, 2019)** and **NEW ATTORNEY GENERAL OPINION** which clarify that charter schools are subject to the Brown Act, California Public Records Act, Political Reform Act, and conflict of interest laws, and **NEW LAWS** which (1) prohibit the operation of a charter school as a for-profit corporation or organization (**AB 406**); (2) provide that a student who is receiving individual instruction at home or a hospital due to a temporary disability must be allowed to return to the charter school when well enough to do so (**AB 2109**); (3) require specified accommodations for pregnant and parenting students (**AB 2289**); (4) prohibit taking negative action against a student or former student for a debt owed to the school (**AB 1974**); (5) require development of a local control funding formula (LCFF) budget overview for parents/guardians in conjunction with the local control and accountability plan (LCAP) (**AB 1808**); (6) require charter schools applying for certain categorical funding to adopt a school plan for student achievement (**AB 716**); (7) require charter schools to adopt a comprehensive safety plan (**AB 1747**); (8) require each bus to be equipped with a child safety alert system (**AB 1840**); (9) require charter schools serving grades 7-12 to offer comprehensive sexual health and HIV prevention education (**AB 2601**); (10) require parental notification regarding human trafficking resources (**SB 1104**); (11) require charter schools to exempt certain students transferring in grades 11-12 from locally established graduation requirements (**AB 2121**); (12) allow students to wear cultural or religious adornments at graduation ceremonies (**AB 1248**); (13) require charter schools to provide eligible students with a free or reduced-price meal each day (**AB 1871**); (14) require charter schools to review their suicide prevention policy at least once every five years (**AB 2639**); (15) require that the suicide prevention hotline number be printed on student identification cards (**SB 972**); (16) require notification of how to access school or community mental health services (**AB 2022**); (17) require an automated external defibrillator to be accessible at athletic events (**AB 2009**); (18) mandate the adoption of policy on bullying and cyberbullying prevention (**AB 2291**); (19) prohibit the use of seclusion and restraint for disciplinary purposes (**AB 2657**); (20) prohibit the inclusion of a student's or parent/guardian's personal information in board minutes when so requested (**SB 1036**); and (21) require charter schools receiving state facilities funding to provide an annual report of facilities expenditures and submit an audit within one year of project completion (**AB 99, 2017; AB 1808**).

**BP/AR 1312.3 - Uniform Complaint Procedures**  
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAWS** authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students (**AB 2289**), the development and adoption of an LCFF budget overview for parents/guardians (**AB 1808**), the development of a school plan for student achievement (**AB 716**), and specified educational rights of migrant students and immigrant students enrolled in a newcomer program (**AB 2121**). Policy also updates section on "Non-UCP Complaints" to reflect **NEW LAW (AB 1808)** which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

## POLICY GUIDE SHEET

March 2019

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### **AR/E 1312.4 - Williams Uniform Complaint Procedures**

(AR, E(1), and E(2) revised; E(3) and E(4) added)

Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

### **AR 1340 - Access to District Records**

(AR revised)

Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to **NEW LAW (AB 716)** and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

### **BP/AR 3100 - Budget**

(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1808)** which requires districts to annually develop, adopt, and post an LCFF budget overview for parents/guardians and to file the budget overview with the county superintendent of schools. Section on "Long-Term Financial Obligations" revised to reflect **NEW LAW (SB 1413)** which establishes the California Employers' Pension Prefunding Trust Program to allow districts to prefund required contributions to the California Public Employees' Retirement System. Regulation updated to emphasize that any recommendations by the budget advisory committee should be consistent with the district's vision, goals, priorities, LCAP, and other comprehensive plans and to clarify that a regional budget review committee convened by the county superintendent of schools requires approval of the Superintendent of Public Instruction as well as the district board.

### **BP/AR 3260 - Fees and Charges**

(BP/AR revised)

Policy and regulation updated to add new section on "Collection of Debt," reflecting **NEW LAW (AB 1974)** which prohibits negative action against a student or former student for a debt owed to the school and requires districts to provide parents/guardians with an itemized invoice that references applicable district policies. Regulation also revised to more directly reflect the most recent CDE fiscal advisory regarding student fees.

### **BP/AR 3515.4 - Recovery for Property Loss or Damage**

(BP/AR revised)

Policy updated to reflect the 2019 limits for parent/guardian liability for property loss or damage caused by a child's willful misconduct and for any reward paid for information leading to the identification of persons responsible for property damage. Policy also reflects **NEW LAW (AB 1974)** which prohibits the collection of debt owed by a current or former homeless or foster youth. Regulation updated to reflect the requirement to offer an option for a student to provide work in lieu of payment when the parents/guardians are unable to pay, and AB 1974 which allows the district, at its discretion, to offer any student, regardless of ability to pay, a nonmonetary means to settle debt. Regulation also adds a paragraph allowing the district to withhold a student's grades, diplomas, or transcripts until the damages have been recovered. Section on "Payment of Reward" deleted and key concepts moved to BP.



## **POLICY GUIDE SHEET**

**March 2019**

**Page 3 of 4**

### **BP/AR 4030 - Nondiscrimination in Employment**

(BP/AR revised)

Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects **NEW STATE REGULATIONS (Register 2018, No. 20)** which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects **NEW LAW (SB 1300)** which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects **NEW LAW (SB 1300)** which authorizes training on bystander intervention.

### **AR 4161.1/4361.1 - Personal Illness/Injury Leave**

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

### **AR 4261.1 - Personal Illness/Injury Leave**

(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

### **BP/AR 5117 - Interdistrict Attendance**

(BP/AR revised)

Policy updated to delete references to the Open Enrollment Act since schools are not currently being identified as low achieving based on the Academic Performance Index, update legal cites, and clarify the continuing requirement to register as a school district of choice with the Superintendent of Public Instruction and county board of education before enrolling students under that program. Regulation updated to reflect **NEW LAW (AB 2826)** which adds a requirement, applicable to districts that have entered into interdistrict attendance agreements, to post on their web site the procedures and timelines for requests for interdistrict transfer permits. Regulation also reflects timelines added by AB 2826 for notifying parents/guardians of the district's granting or denial of the transfer request, which differ for current-year and future-year transfer requests, and for the parent/guardian's appeal of the district's decision to the county office of education. In section on "School District of Choice Program," material deleted regarding the denial of a transfer into the district based on a negative impact on a desegregation plan or the racial/ethnic balance of the district, as such grounds are only applicable to transfers out of the district.

## **POLICY GUIDE SHEET**

**March 2019**

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### **AR 5125.2 - Withholding Grades, Diploma and Transcripts**

(AR revised)

Regulation updated to reflect **NEW LAW (AB 1974)** which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

### **BP 5127 - Graduation Ceremonies and Activities**

(BP revised)

Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects **NEW LAW (AB 1248)** which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

### **E 5145.6 - Parental Notifications**

(E revised)

Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students (**AB 2289**), mental health services available in the school and community (**AB 2022**), risks and effects of lead exposure when child enrolls in a licensed child care center or preschool (**AB 2370**), and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 (**AB 2121**). Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

### **AR 5148 - Child Care and Development**

(AR revised)

Regulation updated to reflect **NEW LAW (AB 605)** which establishes a new child care center license and requires all centers to be licensed by January 1, 2024. Section on "Eligibility and Enrollment" updated to reflect **NEW LAW (AB 2626)** which raises the income eligibility threshold for subsidized services from 70 to 85 percent of the state median income and provides that a family that establishes eligibility for services, regardless of the basis of eligibility, is generally entitled to receive services for at least 12 months before being recertified for eligibility. Regulation also reflects **NEW LAW (AB 2370)** which requires licensed child care programs to provide parents/guardians with information regarding lead exposure and blood testing.

### **BB/E 9323.2 - Actions by the Board**

(BB/E(1)/E(2) revised)

Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to siting a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect **NEW LAW (AB 2249)** which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

# CSBA Sample Board Policy

## Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.41(a)

### CHARTER SCHOOL OVERSIGHT

Note: The following **optional** policy may be revised to reflect district practice. The Governing Board is obligated to monitor the performance of any charter school it authorizes in order to ensure the school's compliance with legal requirements and progress toward meeting measurable outcomes specified in the charter. Information about the school's performance is necessary when determining whether to grant a renewal of the charter or whether a revocation of the charter is warranted; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, pursuant to Education Code 47604, if the district complies with all oversight responsibilities required by law, it will not be liable for the debts or obligations of any charter school that operates as or is operated by a nonprofit public benefit corporation pursuant to Corporations Code 5110-6910.

Pursuant to Education Code 47605, if the State Board of Education (SBE) approves a petition upon appeal after the Board and County Board of Education have denied the petition, the SBE may, by mutual agreement, designate its supervisory and oversight responsibilities to the Board or to any local educational agency in the county in which the charter school is located.

The Governing Board recognizes its ongoing responsibility to oversee that any charter school **authorized by** the Board ~~has authorized~~ is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

*(cf. 0420.4 - Charter School Authorization)*

*(cf. 0500 - Accountability)*

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

Note: Education Code 47604.32 requires the district to visit each charter school at least once every year. CSBA's publication Charter Schools: A Guide for Governance Teams recommends more frequent visits, perhaps two or three times during the school year, in order to monitor school operations more closely and develop relationships with the staff at the charter school.

The ~~Board and~~ Superintendent or designee ~~may inspect or observe any part of the charter school at any time. The Superintendent or designee~~ shall visit each charter school at least annually **and may inspect or observe any part of the charter school at any time.** (Education Code 47604.32, 47607)

Note: The following **optional** paragraph may be revised to reflect district practice. Pursuant to Education Code 47604, if a charter school operates as or is operated by a nonprofit public benefit corporation, the Board is entitled to a single representative on the board of directors of the nonprofit public benefit corporation. CSBA's publication Charter Schools: A Guide for Governance Teams recommends that the district consult with legal counsel and consider any potential conflict of interest that may arise from having an individual Board member vote as a member of the charter board of directors on issues on which the Board will need to provide oversight. CSBA's guide suggests that an alternative approach may be for the district to designate its charter school contact, appointed pursuant to Education Code 47604.32, to attend meetings of the charter school board.

**CHARTER SCHOOL OVERSIGHT** (continued)**Waivers**

Note: A charter school is not authorized to submit general waiver requests to the SBE on its own behalf. Rather, the district must submit the waiver request for the charter school. A general waiver request form is available on the California Department of Education's (CDE) web site. Exceptions for which the charter school may directly apply for a waiver include a waiver of the federal Strengthening Career and Technical Education for the 21st Century Act and a specific waiver of instructional time penalties.

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

*(cf. 1431 - Waivers)*

**Provision of District Services**

Note: The following **optional** section may be revised to reflect district practice. A charter school may elect to receive its funding directly from the County Superintendent of Schools pursuant to Education Code 47651 and be directly responsible for the provision of payroll, human resources, maintenance and operations, legal services, and other administrative operations. Alternatively, a charter school may receive its funding through the district that granted its charter, ~~as is the case with most "dependent" charter schools.~~ CSBA's publication Charter Schools: A Guide for Governance Teams recommends one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school, including any services that will be provided by the district; see BP 0420.4 - Charter School Authorization.

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

## CHARTER SCHOOL OVERSIGHT (continued)

### Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

### Monitoring Charter School Performance

Note: The district has a responsibility to oversee that the charter school complies with all applicable legal requirements. Violation of any law may subject the school to revocation pursuant to Education Code 47607. See the accompanying Exhibit for a list of legal requirements pertaining to the operation of charter schools.

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

Note: Education Code 47605 requires that measurable student outcomes for "all groups of students served by the charter school" be included in the school's charter petition and that these outcomes be aligned with the state priorities for the local control and accountability plan (LCAP) as stated in Education Code 52060; see AR 0420.4 - Charter School Authorization. Pursuant to Education Code 47607, "all groups of students served by the charter school" means all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052. Pursuant to Education Code 52052, defines a numerically significant subgroups include as a subgroup with at least 30 students (or at least 15 foster youth or homeless students) in the school, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when the subgroup consists of at least 30 students (or 15 foster youth or homeless students). For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction (SPI) with approval by the SBE.

Education Code 47605 requires that the charter petition include methods for measuring the charter school's progress toward achieving student outcomes. Although the measures of the school's progress may vary, Education Code 47605 requires that charter schools conduct any statewide assessments applicable to other public schools. In addition, Education Code 47604.32 and 47604.33, as amended by SB 828 (Ch. 29, Statutes of 2016), require the district to ensure that the charter school submits an annual update of its LCAP as required by Education Code 47606.5. Education Code 47606.5 requires that the charter school's LCAP include a review

**CHARTER SCHOOL OVERSIGHT** (continued)

of progress toward its goals, an assessment of the effectiveness of the specific actions described in the charter toward achieving the goals, and a description of changes in the specific actions that the charter school will make as a result of the review and assessment. **In addition, charter schools are included in the California School Dashboard, which reports the status of school performance on multiple state and local indicators and is intended to assist schools and districts in identifying strengths and areas in need of improvement in each priority area addressed by the LCAP. Charter schools that serve high-risk students may qualify for the state's Dashboard Alternative School Status (DASS) program, which uses modified methods of measurement for accountability indicators when appropriate.**

The Board shall monitor **each the** charter school to determine whether it is achieving, ~~both schoolwide and for all groups of students served by the school,~~ the measurable student outcomes set forth in the charter, **both schoolwide and for each numerically significant student subgroup served by the school, as defined in Education Code 52052.** This determination shall be based on the measures specified in the approved charter **petition and any applicable memorandum of understanding,** and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), **as reported in the California School Dashboard.**

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the **charter** school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

Note: Education Code 47613 authorizes the district to charge the charter school, within specified limits, for the costs of supervisory oversight of the school. Education Code 47613 provides that the costs of supervisory oversight include, but are not limited to, costs incurred for technical assistance or intervention pursuant to Education Code 47607.3; see the section "Technical Assistance/Intervention" below. CSBA's publication *Charter Schools: A Guide for Governance Teams* suggests that supervisory oversight activities also might include site visits, reviews of performance data and financial reports, and legal auditing. The actual provision of administrative or support services would not be considered supervisory oversight for purposes of charging supervisory oversight costs to the charter school. Those services may be purchased separately by the charter school.

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisory oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge up to three percent of the charter school's revenue for actual costs of supervisory oversight or, if the facility is provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. (Education Code 47613)

*(cf. 7160 - Charter School Facilities)*

**CHARTER SCHOOL OVERSIGHT (continued)****Technical Assistance/Intervention**

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more **numerically significant** student subgroups ~~identified in Education Code 52052~~, or for all of the student subgroups if the school has fewer than three **subgroups**, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school ~~using an evaluation rubric adopted by the SBE pursuant to Education Code 52064.5~~ **based on the California School Dashboard**
2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

~~Note: As amended by the Every Student Succeeds Act (P.L. 114 95), 20 USC 6311 provides for a new system of school support and improvement for Title I schools beginning in the 2017-18 school year. Until then, charter schools that have been identified for program improvement (PI) for failure to make "adequate yearly progress" for two or more consecutive years must continue to implement their improvement plans. However, because of the repeal of 20 USC 6316 by P.L. 114 95, schools in the second year of PI or beyond are no longer required to arrange for supplemental educational services from an approved service provider. Instead, the CDE has elected to require the provision of alternative supports, defined and administered by the school, to eligible students beginning with the 2016-17 school year; see the CDE's Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016).~~

~~If a charter school receiving federal Title I funding has been identified for program improvement, it shall implement improvement strategies in accordance with its existing school improvement plan.~~

~~(cf. 0520.2 - Title I Program Improvement Schools)~~

Note: Education Code 47607 requires the Board to consider specified criteria of academic performance when determining whether to deny a petition for charter renewal or to revoke a charter, with achievement of all student subgroups served by the charter school being the most important factor; see BP 0420.42 - Charter School Renewal and BP 0420.43 - Charter School Revocation. In addition, Education Code 47607.3 requires the Board to consider revocation of a charter whenever it finds that the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence or continues to demonstrate persistent or acute inadequate performance.

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to the academic achievement of all numerically significant subgroups of students served by the charter school.

*(cf. 0420.42 - Charter School Renewal)*

## CHARTER SCHOOL OVERSIGHT (continued)

*(cf. 0420.43 - Charter School Revocation)*

### Complaints

Note: Pursuant to Education Code 52075, charter schools are required to establish policies and procedures for addressing complaints of noncompliance with Education Code 47606.5 (annual update of school goals, actions, and related expenditures) or 47607.3 (technical assistance or intervention based on the school's failure to improve student outcomes). See AR 1312.3 - Uniform Complaint Procedures for applicable procedures.

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-46874670, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

*(cf. 1312.3 - Uniform Complaint Procedures)*

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

### School Closure

Note: The following **optional** section may be revised to reflect district practice. Pursuant to Education Code 47605, procedures to be followed in the event a charter school ceases operation for any reason must be specified in the charter; see AR 0420.4 - Charter School Authorization. 5 CCR 11962 lists components that must be included in these procedures, including (1) designation of a responsible entity to conduct closure-related activities; (2) notifications to specified persons and entities; (3) provision of information about students' grade level, course completion, and district of residence; (4) transfer and maintenance of student and personnel records; (5) completion of an independent final audit; and (6) disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed.

Depending on the terms of the charter, these duties may be performed by the charter school, the district, or another specified entity. However, Education Code 47604.32 specifies that it is the responsibility of the district to notify the CDE when a charter school ceases operation for any reason. The CDE's web site also recommends that, in addition to the notifications required by 5 CCR 11962, either the district or the charter school should announce the closure to any school districts that may be responsible for providing education services to the former students of the charter school.

The CDE's web site recommends that charter school closures occur at the end of a school year if it is feasible to maintain a legally compliant program until then.



**CHARTER SCHOOL OVERSIGHT (continued)**

In the event that the Board revokes or denies renewal of a charter or the **charter** school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

*Legal Reference:*EDUCATION CODE

215 Suicide prevention policy

**215.5 Suicide prevention hotline contact information on student identification cards**

220 Nondiscrimination

221.61 Posting of Title IX information on web site

221.9 Sex equity in competitive athletics

222 Lactation accommodations for students

**222.5 Pregnant and parenting students, notification of rights****234.4 Mandated policy on bullying prevention**

234.7 Student protections relating to immigration and citizenship status

**17070.10-17079.30 Leroy F. Greene School Facilities Act**

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

**32282 Comprehensive safety plan****32283.5 Online training on bullying prevention**

33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act

**35179.4-35179.6 Interscholastic athletic programs, safety****35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance**

35330 Field trips and excursions; student fees

38080-38086 School meals

39831.3 Transportation safety plan

39843 Disciplinary action against bus driver; report to Department of Motor Vehicles

**41024 Report of expenditure of state facility funds**

42100 Annual statement of receipts and expenditures

44030.5 Reporting change in employment status due to alleged misconduct

44237 Criminal record summary

44691 Information on detection of child abuse

**CHARTER SCHOOL OVERSIGHT (continued)**

Legal Reference: (continued)

EDUCATION CODE (continued)

- 44830.1 Certificated employees, conviction of a violent or serious felony  
 45122.1 Classified employees, conviction of a violent or serious felony  
 45125.1 Fingerprinting; employees of contracting entity  
**46015 Accommodations for pregnant and parenting students; parental leave**  
 47600-47616.7 Charter Schools Act of 1992  
 47634.2 Nonclassroom-based instruction  
 47640-47647 Special education funding for charter schools  
**47651 Apportionment of funds, charter schools**  
 48000 Minimum age of admission for kindergarten; transitional kindergarten  
 48010-48011 Minimum age of admission (first grade)  
**48206.3-48208 Students with temporary disabilities; individual instruction**  
 48850-48859 Educational placement of foster youth and homeless students  
 48907 Students' exercise of free expression; rules and regulations  
 48950 Student speech and other communication  
**49005-49006.4 Seclusion and restraint**  
 49011 Student fees  
**49014 Public School Fair Debt Collection Act**  
 49061 Student records  
**49073.2 Privacy of student and parent/guardian personal information**  
 49076.7 Student records; data privacy; Social Security numbers  
 49110 Authority to issue work permits  
**49381 Human trafficking prevention**  
 49414 Epinephrine auto-injectors  
 49414.3 Administration of opioid antagonist  
**49428 Notification of mental health services**  
 49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:  
 49431.9 Advertisement of non-nutritious foods  
 49475 Health and safety, concussions and head injuries  
 49557.5 Child Hunger Prevention and Fair Treatment Act of 2017  
 49564 Meals for needy students  
 51224.7 Mathematics placement policy  
**51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework**  
 51225.6 Instruction in cardiopulmonary resuscitation  
 51513 Diploma of graduation, without passage of high school exit examination  
 51745-51749.3-6 Independent study  
**51930-51939 California Healthy Youth Act**  
 52052 Accountability; numerically significant student subgroups  
 52060-52077 Local control and accountability plans  
 52075 Uniform complaint procedures  
 56026 Special education  
 56145-56146 Special education services in charter schools  
 60600-60649 Assessment of academic achievement  
**64000 Categorical programs included in consolidated application**  
**64001 School plan for student achievement, consolidated application programs**  
**65000-65001 School site councils**  
 69432.9-69432.92 Cal Grant program; notification of grade point average and high school graduation

Legal Reference continued: (see next page)

## CHARTER SCHOOL OVERSIGHT (continued)

*Legal Reference: (continued)*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*

3540-3549.3 *Educational Employment Relations Act*

**6250-6270 *California Public Records Act***

**54950-54963 *Ralph M. Brown Act***

81000-91014 *Political Reform Act of 1974*

HEALTH AND SAFETY CODE

104420 *Tobacco Use Prevention Education grant program*

104559 *Tobacco-free schools*

LABOR CODE

1198.5 *Personnel records related to performance and grievance*

PENAL CODE

667.5 *Definition of violent felony*

1192.7 *Definition of serious felony*

**VEHICLE CODE**

28160 *Child safety alert system*

CALIFORNIA CONSTITUTION

*Article 9, Section 5 Common school system*

*Article 16, Section 8.5 Public finance; school accountability report card*

CODE OF REGULATIONS, TITLE 5

4600-4687 *Uniform complaint procedures*

11700.1-11705 *Independent study*

11960-11969 *Charter schools*

CODE OF REGULATIONS, TITLE 24

101 et seq. *California Building Standards Code*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972; discrimination based on sex*

6311 *State plan*

7221-7221j *Charter schools*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 *Accountability*

COURT DECISIONS

*Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986*

ATTORNEY GENERAL OPINIONS

**Opinion No. 11-201 (2018)**

89 *Ops. Cal. Atty. Gen. 166 (2006)*

80 *Ops. Cal. Atty. Gen. 52 (1997)*

78 *Ops. Cal. Atty. Gen. 297 (1995)*

CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS

*Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763*

*Management Resources: (see next page)*

## CHARTER SCHOOL OVERSIGHT (continued)

### Management Resources:

#### CSBA PUBLICATIONS

**Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018**

**Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017**

Charter Schools: A Guide for Governance Teams, rev. 2016

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Model Youth Suicide Prevention Policy, May 2017

Every Student Succeeds Act 2016-17 School Year Transition Plan, April 2016

California School Accounting Manual

Sample Copy of a Memorandum of Understanding

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory ~~12-02, April 24, 2013~~ **17-01, July 28, 2017**

Special Education and Charter Schools: Questions and Answers, September 10, 2002

#### U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program: Title V, Part B of the ESEA, ~~April 2011~~ **January 2014**

#### WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

# CSBA Sample Exhibit

Philosophy, Goals, Objectives, and Comprehensive Plans

E 0420.41(a)

## 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. **However, charter schools, like other public schools, are subject to the state and federal constitutions, applicable federal laws, state laws that apply to governmental agencies in general, and state laws that are expressly applicable to charter schools.**

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.

**A charter schools shall be subject to the terms of their its charters;** any memorandum of understanding **between the school and the district Governing Board with their chartering authority;** 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~~ and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school **or the entity managing the charter school:**

#### Governance

Note: Pursuant to Education Code 47604.1, as added by SB 126 (Ch. 3, Statutes of 2019), charter schools are subject to the Ralph M. Brown Act, the California Public Records Act, the Political Reform Act of 1974, and conflict of interest laws, as provided in item #1 below. Although Education Code 47604.1 is not effective until January 1, 2020, a 2018 Attorney General opinion also concluded that, under current law, those statutes govern all local agencies including charter schools.

- 1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)**
- 2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)**

**CHARTER SCHOOL OVERSIGHT** (continued)**Operations**

3. **Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)**
4. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

**Admission/Enrollment**

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 district schools (Education Code 47646, 56145)
8. Admit all students who wish to attend the **charter** 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 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 that** school's former attendance area. (Education Code 47605)

**CHARTER SCHOOL OVERSIGHT** (continued)

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 that** 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 shall be determined by a public random drawing, 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 district on an individual school basis consistent with law. (Education Code 47605)
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. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)**

**Nondiscrimination**

- ~~2.12.~~ Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
- ~~30.13.~~ Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the **charter** 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

**CHARTER SCHOOL OVERSIGHT (continued)**

**45.14.** 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)

**25.15.** If the **charter** 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)

**37.16.** Provide **specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students.** (Education Code 222, 222.5, 46015)

**46.17.** 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)

**Tuition and Fees**

**3.18.** 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.

**4.19.** 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

**20.** **Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for**



**CHARTER SCHOOL OVERSIGHT (continued)**

**any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)**

**School Plans**

- 21. Adopt a local control and accountability plan (LCAP) and update the plan 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 in consultation with specified stakeholders and using the template adopted by the State Board of Education (SBE). To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card the California School Dashboard. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the school's budget. (Education Code 47604.33, 47606.5, 52064, 52064.1)**
- 22. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)**
- 23. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)**
- 35-24. 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. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)**

**Curriculum and Instruction**

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 this 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.

**CHARTER SCHOOL OVERSIGHT** (continued)

**22.25.** Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

**11.26.** If the **charter** school offers a kindergarten program, ~~:(Education Code 48000) a. O~~ **also offer** a transitional kindergarten ~~(TK)~~ program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)

~~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~~

**19.27.** If the **charter** school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

**28.** **If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school, beginning in the 2019-2020 school year (Education Code 51931, 51934)**

**29.** **If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources by January 1, 2020 (Education Code 49381)**

Note: Education Code 47612.5 provides that charter schools offering independent study are subject to Education Code 51745-51749.**36.** 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 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.

**23.30.** If the **charter** school provides independent study, meet the requirements of Education Code 51745-51749.**36,** 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)

**20.31.** Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

**High School Graduation**

**32.** **Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools**

**CHARTER SCHOOL OVERSIGHT** (continued)

- after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any graduation requirements established by the charter school that exceed state requirements, unless the school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)**
- 21.33.** Grant a high school diploma to any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination (Education Code 51413)
- 34.** **Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)**

**Student Expression**

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.

- 29.35.** 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)

**Staffing**

- 12.36.** 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)
- 14.37.** Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the **charter** 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)

**CHARTER SCHOOL OVERSIGHT** (continued)

- 15.38.** Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for 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)
- 16.39.** Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
- 17.40.** Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

**Parent/Guardian Involvement**

- 27.41.** On a regular basis, consult with parents/guardians and teachers regarding the **charter** school's educational programs (Education Code 47605)
- 28.42.** 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)

**Nutrition**

- 43.** **Beginning with the 2019-2020 school year, provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)**
- 40.44.** If the **charter** 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)
- 41.45.** If the **charter** 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)

**CHARTER SCHOOL OVERSIGHT** (continued)

**42.46.** If the **charter** 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)

**Student Health**

**18.47.** If the **charter** school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components, **review the policy at least every five years, and, if the school issues student identification cards, print the telephone number of the National Suicide Prevention Lifeline on those cards** (Education Code 215, **215.5**)

**48.** **Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)**

**13.49.** Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the **charter** 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 33479.1, 33479.3, and 49475 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 on the web site of the California Interscholastic Federation.~~

**26.50.** If the **charter** 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 the student** 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 the student** is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

**51.** **If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)**

**CHARTER SCHOOL OVERSIGHT (continued)**

- 38.52.** ~~Ensure the availability and proper use of~~ **Provide school nurses or other voluntary, trained personnel with** emergency epinephrine auto-injectors **of the type required pursuant to Education Code 49414** ~~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**
- 39.53.** If the **charter** 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

**Student Conduct/Discipline**

- 54.** **Adopt a policy on bullying and cyberbullying prevention by December 31, 2019, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 32283.5)**
- 55.** **Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)**

**Student and Parent/Guardian Records**

- ~~34.~~**56.** **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)**
- 57.** **Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)**

**CHARTER SCHOOL OVERSIGHT (continued)**

**33.58.** 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)

**34.59.** If the **charter** 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)

**Facilities**

**36.60.** 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.

**Finance**

**43.61.** Promptly respond to all reasonable inquiries from the district, the county office of education, or the **Superintendent of Public Instruction (SPI)**, including, but not limited to, inquiries regarding the **charter** school's financial records (Education Code 47604.3)

**32.62.** Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

**24.63.** Identify and report to the **Superintendent of Public Instruction (SPI)** any portion of **its the charter school's** average daily attendance that is generated through

**CHARTER SCHOOL OVERSIGHT** (continued)

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)

**44.64.** 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)

~~b. By July 1, 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)~~

**e.b.** By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

~~**e.c.** By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)~~

**e.d.** 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)



**CHARTER SCHOOL OVERSIGHT (continued)**

**f.e.** 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 **CDE** ~~the California Department of Education~~. (Education Code 47605)

**65.** ~~If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)~~

**Accountability**

**47.66.** 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 any 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.~~

(7/17 5/18) 3/19

# CSBA Sample Board Policy

Community Relations

BP 1312.3(a)

## UNIFORM COMPLAINT PROCEDURES

Note: To address prohibited discrimination and violations of state and federal laws governing educational programs, 5 CCR 4621 **mandates** districts to adopt uniform complaint procedures (UCP) consistent with the state's complaint procedures specified in 5 CCR 4600-4670. **See the section "Complaints Subject to UCP" below for a list of programs and activities subject to these procedures pursuant to state law.** Pursuant to 5 CCR 4610, ~~the a district's~~ UCP must meet specified requirements for investigating and resolving complaints alleging (1) noncompliance with state and federal laws and regulations governing educational programs; (2) noncompliance with state law prohibiting the charging of student fees; and (3) unlawful discrimination (such as discriminatory harassment, intimidation, and bullying). Although some bullying incidents may not fall within the provisions of 5 CCR 4610, BP 5131.2—Bullying strongly recommends that districts use the UCP to investigate all bullying incidents, regardless of whether there is an allegation of discriminatory bullying, 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. After investigation, bullying incidents found to involve unlawful discrimination would then be resolved using the UCP. 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 the accompanying administrative regulation.

Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan. For plan requirements, see BP/AR 0460—Local Control and Accountability Plan. In addition, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to accommodations for lactating students; educational rights of foster youth, homeless students, former juvenile court school students, and children of military families; assignment of students to courses without educational content; and physical education instructional minutes, as specified in items #3 and #6-9 below. Finally, a district should adopt policies and procedures implementing the use of the UCP to investigate and resolve complaints alleging retaliation in response to a complaint.

The California Department of Education (CDE) monitors district programs and operations for compliance with these requirements through its Federal Program Monitoring (FPM) process. The FPM consists of a review of (1) written district policies and procedures for required statements, including prohibition of discrimination (such as discriminatory harassment, intimidation, and bullying) against students pursuant to Education Code 234.1; and (2) records of required activities, such as annual notification provided to students, parents/guardians, employees, and other school community members.

The U.S. Department of Education's Office for Civil Rights (OCR) enforces **federal anti-discrimination laws, including** Title II of the Americans with Disabilities Act (20 42 USC 12101-12213), Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000e-17), Title IX of the Education Amendments Act of 1972 (20 USC 1681-1688), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Age Discrimination Act of 1975 (42 USC 6101-6107). OCR has issued guidance describing federal requirements for discrimination complaint procedures. OCR requires such **complaint** procedures to be "prompt and equitable." ~~The factors~~ OCR ~~examines to~~ evaluates a district's procedures ~~are based on factors~~ specified in the accompanying administrative regulation, including whether ~~and how~~ the procedures (1) provide notice ~~of the procedures~~ to the district's students, parents/guardians, and employees; (2) ensure adequate, reliable, and

**UNIFORM COMPLAINT PROCEDURES** (continued)

impartial investigation of complaints; (3) contain reasonably prompt timeframes for major stages of the complaint process; (4) provide notice to the complainant of the resolution of the complaint; and (5) provide an assurance that action will be taken to prevent recurrence of any discrimination found and to correct its effects.

The following policy and accompanying administrative regulation reflect all components required by law and ~~are consistent with CDE's Sample UCP Board Policies and Procedures and the FPM instrument.~~ Additional details provided herein may help ~~school districts and county offices of education~~ during a compliance check by CDE or in the event that a CDE or OCR investigation occurs.

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

**Complaints Subject to ~~the~~ UCP**

Note: The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. **Items #1-12 list all programs and activities identified in the FPM instrument. The district may revise the following items to reflect the programs it offers and the grade levels it serves.**

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

Note: ~~The FPM process includes a review of a district's policies and procedures to determine whether all district programs and activities that are subject to the UCP, as listed in the FPM instrument, are addressed. Item #1 lists all programs identified on the FPM instrument and should be revised to reflect the programs offered by the district. If the district does not list all such programs in its policy, it is required to comment in the FPM which programs and activities are not in operation.~~

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing **any program subject to the UCP which is offered by the district, including** adult education programs;; After School Education and Safety programs;; agricultural ~~vocational~~ **career technical** education;; American Indian education centers and early childhood education program assessments;; bilingual education;; ~~California Peer Assistance and Review~~ programs for teachers;; **state career technical and technical education, career technical, and technical** training programs;; **federal career technical education**; child care and development programs;; child nutrition programs;; compensatory education;; consolidated categorical aid programs;; Economic Impact Aid;; ~~English learner programs, federal education programs in Title I-VII, the federal Every Student Succeeds Act~~; migrant education;; Regional Occupational Centers and Programs;; school safety plans;;

**UNIFORM COMPLAINT PROCEDURES** (continued)

special education programs; **California** State Preschool Programs; Tobacco-Use Prevention Education programs; and any other district-implemented **state categorical** program ~~which is listed in~~ **that is not funded through the local control funding formula pursuant to** Education Code 64000(a)

- (cf. 3553 - Free and Reduced Price Meals)  
 (cf. 3555 - Nutrition Program Compliance)  
 (cf. 5131.62 - Tobacco)  
 (cf. 5148 - Child Care and Development)  
 (cf. 5148.2 - Before/After School Programs)  
 (cf. 5148.3 - Preschool/Early Childhood Education)  
 (cf. 6159 - Individualized Education Program)  
 (cf. 6171 - Title I Programs)  
 (cf. 6174 - Education for English Learners)  
 (cf. 6175 - Migrant Education Program)  
 (cf. 6178 - Career Technical Education)  
 (cf. 6178.1 - Work-Based Learning)  
 (cf. 6178.2 - Regional Occupational Center/Program)  
 (cf. 6200 - Adult Education)

Note: As amended by AB 699 (Ch. 493, Statutes of 2017), Education Code 200, 220, and 234.1 expressly include immigration status as a prohibited basis for discrimination in district programs and activities. See BP 0410 ~~Nondiscrimination in District Programs and Activities.~~

2. Any complaint, **by a student, employee, or other person participating in a district program or activity**, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) ~~against any student, employee, or other person participating~~ in district programs and activities, including ~~, but not limited to,~~ **in** those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on **his/her the person's** association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

- (cf. 0410 - Nondiscrimination in District Programs and Activities)  
 (cf. 5145.3 - Nondiscrimination/Harassment)  
 (cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

**Note: Education Code 46015, as added by AB 2289 (Ch. 942, Statutes of 2018), authorizes the use of UCP for complaints alleging the district's noncompliance with requirements related to the provision of parental leave to a pregnant or parenting student or other accommodations to which pregnant and parenting students are entitled pursuant to Education Code 46015.**

**4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)**

**4. 5.** Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

**Note: Pursuant to Education Code 52075, any complaint alleging noncompliance with the requirements of Education Code 52060-52077 may be filed in accordance with the district's UCP. Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), by July 1, 2019 districts are required to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP.**

**5. 6.** Any complaint alleging district noncompliance with **legal applicable** requirements of **Education Code 52060-52077** related to the implementation of the local control and accountability plan, **including the development of a local control funding formula budget overview for parents/guardians** (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3100 - Budget)*

**Note: Education Code 64001, as amended by AB 716 (Ch. 471, Statutes of 2018), provides for the use of UCP for complaints alleging noncompliance with requirements to develop a school plan for student achievement pursuant to Education Code 64001 and to establish a school site council pursuant to Education Code 65000-65001.**

**7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified**

## UNIFORM COMPLAINT PROCEDURES (continued)

**federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)**

*(cf. 0420 - School Plans/Site Councils)*

- 6.8.** Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions;; the responsibilities of the district's educational liaison to the student;; the award of credit for coursework satisfactorily completed in another school, or district, or country; school or records transfer;; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

*(cf. 6173.1 - Education for Foster Youth)*

Note: Items #7-8 9-11 are for use by districts that maintain high schools.

~~As amended by AB 365 (Ch. 739, Statutes of 2017);~~ AB 2121 (Ch. 581, Statutes of 2018) amended Education Code 51225.1 and 51225.2 to add authorization to use the district's authorize the use of the UCP for any complaint alleging the district's noncompliance with specified educational rights of children of military families migrant students and of students enrolled in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). Also see AR 6175 - Migrant Education Program.

- 7.9.** Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless student child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, or a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, who transfers into the district after his/her second year of high school, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

- 10.** Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a

## UNIFORM COMPLAINT PROCEDURES (continued)

**military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)**

- 8-11.** Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

**Note: Item #12 is for use by districts that maintain elementary schools.**

- 9-12.** Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

*(cf. 6142.7 - Physical Education and Activity)*

Note: 5 CCR 4621 **mandates** that district policy ensure that complainants are protected from retaliation as specified in item #**10 13** below.

- 10-13.** Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

Note: Pursuant to 5 CCR 4610, a district may, at its discretion, use the UCP to investigate and resolve other complaints.

- 11-14.** Any other complaint as specified in a district policy

Note: 5 CCR 4631 authorizes the district to utilize alternative dispute resolution (ADR) methods, including mediation, to resolve complaints before initiating a formal investigation. However, the district should ensure that any ADR it uses, particularly "in-person ADR," is appropriate for the particular situation. For example, in some instances (e.g., sexual assault), face-to-face mediation should not be used, even if all parties voluntarily agree, given the risk that a student might feel pressured to "voluntarily" agree to it. The following **optional** paragraph provides for a neutral mediator and should be revised to reflect district practice.

**UNIFORM COMPLAINT PROCEDURES** (continued)

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

Note: The following paragraph is **mandated** pursuant to 5 CCR 4621. Appropriate disclosure will vary in each case depending on the facts and circumstances.

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

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

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

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

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

Note: It is important to maintain records of all UCP complaints and the investigations of those complaints. If the district is investigated by OCR or CDE, these are important documents in demonstrating that the district has complied with federal law, state law, and its own policies and regulations.

The Superintendent or designee shall maintain **records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.** a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

*(cf. 3580 - District Records)*



## UNIFORM COMPLAINT PROCEDURES (continued)

### Non-UCP Complaints

Note: 5 CCR 4611 details complaint issues that are not subject to **the** UCP. Such issues include, but are not limited to, allegations of child abuse, health and safety complaints regarding a child development program, allegations of fraud, and employment discrimination complaints.

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, **the County** Protective Services Division, and the appropriate law enforcement agency.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Note: Complaints of employment discrimination are not subject to the UCP. Instead, pursuant to 2 CCR 11023, the district must establish an impartial and prompt process for addressing such complaints. In addition, 5 CCR 4611 requires that employment discrimination complaints be referred to the Department of Fair Employment and Housing (DFEH). See AR 4030 - Nondiscrimination in Employment for applicable complaint procedures.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, **including the right to file the complaint with the California Department of Fair Employment and Housing.**

Note: Education Code 35186 requires the district to use **the** UCP, with modifications, to investigate and resolve complaints related to the issues stated in the following paragraph (i.e., "Williams complaints"). Because Education Code 35186 sets forth different timelines for investigation and resolution of these kinds of complaints than the timelines specified in law for other uniform complaints, CDE has created a separate uniform complaint process for the Williams complaints. See AR 1312.4 - Williams Uniform Complaint Procedures for the separate procedure.

**In addition, Education Code 8235.5, as added by AB 1808, authorizes the use of Williams uniform complaint procedures to address any complaints alleging violations of health and safety requirements applicable to California State Preschool Programs (Education Code 8235-8239.1) that are exempt from licensing pursuant to Health and Safety Code 1596.792.**

**UNIFORM COMPLAINT PROCEDURES** (continued)

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, ~~or~~ teacher vacancies and misassignments, **or health and safety violations in any license-exempt California State Preschool Program** shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code **8235.5**, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination

~~222 Reasonable accommodations; lactating students~~

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and Review Program for Teachers

**46015 Parental leave for students**

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-~~49013~~ **49014** Student fees

49060-49079 Student records, **especially:**

49069.5 ~~Rights of parents~~ **Records of foster youth**

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, ~~and~~ military-connected students, **migrant students, and newly arrived immigrant students**; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, **especially:**

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52462 Career technical education

52500-52616.24 Adult schools

54000-54029 Economic Impact Aid

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56865 Special education programs

59000-59300 Special schools and centers

*Legal Reference continued: (see next page)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)

64000-64001 Consolidated application process; **school plan for student achievement**

**65000-65001 School site councils**

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

**1596.792 California Child Day Care Act; general provisions and definitions**

**1596.7925 California Child Day Care Act; health and safety regulations**

104420 Tobacco-Use Prevention Education

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 ~~Application of section~~ **Applicability of uniform complaint procedures to complaints regarding students with disabilities**

~~4600-4687~~**4670** Uniform complaint procedures

**4680-4687 Williams uniform complaint procedures**

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6576 Title I ~~basic programs~~ **Improving the Academic Achievement of the Disadvantaged**

6801-7014 Title III language instruction for limited English proficient and immigrant students

~~7101-7184 Safe and Drug-Free Schools and Communities Act~~

~~7201-7283g Title V promoting informed parental choice and innovative programs~~

~~7301-7372 Title V rural and low-income school programs~~

~~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

**12101-12213 Title II equal opportunity for individuals with disabilities**

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy Act

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 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

## UNIFORM COMPLAINT PROCEDURES (continued)

### Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Sample UCP Board Policies and Procedures*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

***Dear Colleague Letter, September 22, 2017***

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Dear Colleague Letter: **Responding to** Bullying of Students with Disabilities, ~~August 2013~~ **October 2014***

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: ~~<http://familypolicy.ed.gov>~~ <https://www2.ed.gov/policy/gen/guid/fpco>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

(5/17 3/18) 3/19

# CSBA Sample Administrative Regulation

Community Relations

AR 1312.3(a)

## UNIFORM COMPLAINT PROCEDURES

Note: 5 CCR 4621 **mandates** that the district's uniform complaint procedures (UCP) be consistent with the procedures of 5 CCR 4600-~~4687~~ **4670**. Additionally, Education Code 52075 **mandates** districts to adopt policies and procedures implementing the use of ~~the~~ UCP to investigate and resolve complaints alleging noncompliance with requirements related to the local control and accountability plan (LCAP).

Furthermore, a number of federal civil rights statutes and their implementing regulations mandate districts to adopt policies and procedures for the prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). For example, all districts are **mandated** pursuant to 28 CFR 35.107 to adopt policy and procedures to address discrimination on the basis of disability, while districts that receive federal financial assistance are **mandated** pursuant to 34 CFR 106.8 and 34 CFR 110.25 to adopt such policies and procedures to address discrimination on the basis of sex and age. Some of the factors considered by the U.S. Department of Education's Office for Civil Rights (OCR) when determining whether a district's procedures are "prompt and equitable" are addressed throughout the following administrative regulation.

Apart from these mandates, state law authorizes the use of the UCP to resolve complaints of noncompliance with laws related to **the development of a school plan for student achievement and the establishment of school site councils**; accommodations for ~~lactating~~ **pregnant and parenting** students; prohibition against the charging of student fees; educational rights of foster youth, homeless students, former juvenile court school students, ~~and~~ children of military families, **migrant students, and students participating in a newcomer program for newly arrived immigrants**; assignment of students to courses without educational content; and physical education instructional minutes. **See the section "Complaints Subject to UCP", as specified** in the accompanying Board policy.

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.2 - Complaints Concerning Instructional Materials)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*(cf. 4030 - Nondiscrimination in Employment)*

## Compliance Officers

Note: 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 (such as discriminatory harassment, intimidation, or bullying) and retaliation. During its Federal Program Monitoring (FPM) 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 receiving and investigating complaints. Districts should identify the specific title(s) of the compliance officer(s) in the space provided below. If a district identifies multiple compliance officers, it is recommended that one be designated the "lead compliance officer."

**UNIFORM COMPLAINT PROCEDURES** (continued)

The district designates the individual(s), **position(s), or unit(s)** identified below as **the employee(s)** responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), **position(s), or unit(s)** also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment ~~as the~~ responsible ~~employee(s) to handle for handling~~ complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The ~~individual(s)~~ **compliance officer(s)** shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

Superintendent  
 (title or position)  
River Delta USD District Office  
 (unit or office)  
445 Montezuma Street, Rio Vista, CA 94571  
 (address)  
(707) 374-1700  
 (telephone number)  
Superintendent@rdusd.org  
 (email)

In no instance shall a compliance officer be assigned to a complaint in which **he/she the compliance officer** has a bias or conflict of interest that would prohibit ~~him/her from fairly investigating or resolving~~ **the fair investigation or resolution of** the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Note: 5 CCR 4621 **mandates** that the district's policy provide that employees responsible for compliance and/or for investigating and resolving complaints are knowledgeable about the laws and programs at issue in the complaints they are assigned. OCR requires that the compliance officer(s) involved in implementing discrimination complaint procedures be knowledgeable about the procedures and be able to explain them to parents/guardians and students. They must also have training or experience in handling discrimination

**UNIFORM COMPLAINT PROCEDURES** (continued)

complaints, including appropriate investigative techniques and understanding of the applicable legal standards.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

**Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

Note: ~~§ CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. Education Code 51225.1-51225.2, as amended by AB 365 (Ch. 739, Statutes of 2017), require that the notice include information about specified educational rights of children of military families who transfer into the district after their second year of high school. Districts that do not maintain high schools may revise the following paragraph to delete notification related to the rights of homeless students, former juvenile court school students, and children of military families.~~

During the FPM process, CDE staff will check to ensure that the district's policy contains a statement ensuring annual dissemination of notice of the district's UCP to the persons specified below. ~~A sample of the annual notice is available through the CDE web site. In addition, 28 CFR 35.107, 34 CFR 106.8, and 34 CFR 110.25 require the district to publish its complaint procedures covering unlawful discrimination.~~

**In addition, the** ~~The~~ Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district

**UNIFORM COMPLAINT PROCEDURES** (continued)

advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. ~~The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; (5 CCR 4622)~~

~~(cf. 0420 - School Plans/Site Councils)~~

~~(cf. 0460 - Local Control and Accountability Plan)~~

~~(cf. 1220 - Citizen Advisory Committees)~~

~~(cf. 3260 - Fees and Charges)~~

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

~~(cf. 5145.6 - Parental Notifications)~~

~~(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: 5 CCR 4622 requires the district to include specified information in its annual UCP notice to students, parents/guardians, employees, and others. During the FPM process, CDE staff will check the notice to ensure that it contains a summary of the complaint procedures as specified in items #1-4 below **the components specified below.**

A sample of the annual notice is available through the CDE web site. **It is the district's responsibility to update the notice as necessary to reflect new law.**

**The notice shall:**

1. ~~Identify the person(s), position(s), or unit(s) responsible for receiving complaints~~
2. ~~Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable~~
3. ~~Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).~~
4. ~~Include statements that:~~
  - a. ~~The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.~~



**UNIFORM COMPLAINT PROCEDURES (continued)**

b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.

e. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.

e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.

f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.

Note: Education Code 52075 requires that information regarding LCAP requirements be included in the district's annual UCP notification. See BP/AR 0460 Local Control and Accountability Plan for details of the LCAP and specific requirements for its adoption and implementation.

g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

Note: Pursuant to Education Code 48853, 48853.5, and 49069.5, as well as 51225.1 51225.2 as amended by AB 365 (Ch. 739, Statutes of 2017), the UCP notice must include information regarding certain educational

## UNIFORM COMPLAINT PROCEDURES (continued)

rights of foster youth, homeless students, former juvenile court school students, and children of military families, as provided in items #4h and i below. Pursuant to Education Code 48853.5, CDE is required to develop a standardized notice of the rights of foster youth in consultation with the California Foster Youth Education Task Force, and to make it available for dissemination by posting it on its Internet Web site.

h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.

i. A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable, shall be notified of the district's responsibility to:

(1) Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed

(2) Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency

(3) If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1

j. The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.

Note: Pursuant to federal law, including 34 CFR 106.8, the district is required to establish "prompt and equitable" procedures for investigating and resolving complaints alleging unlawful discrimination. The following statement reflects OCR's interpretation of such provisions as requiring fairness and equity not just for a complainant but for a respondent as well.

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.

**UNIFORM COMPLAINT PROCEDURES (continued)**

~~k. The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.~~

Note: CDE staff will review the notice during the FPM process to ensure that the public is made aware of the district's obligation to provide copies of the UCP free of charge pursuant to 5 CCR 4622.

~~l. Copies of the district's UCP are available free of charge.~~

**The notice shall include:**

- 1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy**
- 2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint**

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3260 - Fees and Charges)*

- 3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities**
- 4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred**
- 5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process**

*(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)*

*(cf. 6175 - Migrant Education Program)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

- 6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints**
- 7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant**
- 8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision**
- 9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable**
- 10. A statement that copies of the district's UCP are available free of charge**

Note: The following paragraph may be modified to reflect district practice. Pursuant to Education Code 221.61, districts are required to post information related to Title IX on their web sites, including specified information about complaint procedures under Title IX. See AR 5145.3 - Nondiscrimination/Harassment. A district that does not maintain a web site may comply by posting the information on the web site of its county office of education. A comprehensive list of rights based on the provisions of the federal regulations implementing Title IX can be found in Education Code 221.8. In addition, in its April 2015 Dear Colleague Letter: Title IX Coordinators, OCR recommends that districts use web posting and social media to disseminate their nondiscrimination notices, policies, and procedures and communicate current compliance officer(s)' contact information to students, parents/guardians, and employees.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

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

**UNIFORM COMPLAINT PROCEDURES** (continued)

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.

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

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 the UCP 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 UCP information for parents/guardians with limited English proficiency.

**District Responsibilities**

Note: 5 CCR 4631 requires that UCP complaints be investigated and completely resolved within 60 calendar days of the receipt of the complaint. Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60 day period specified in 5 CCR 4631 begins when the district receives the complaint.

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

Note: The following paragraph reflects a recommendation by OCR to ensure equity in the resolution process of a complaint alleging unlawful discrimination and may be modified to reflect district practice.

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

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

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

**UNIFORM COMPLAINT PROCEDURES** (continued)

~~All complainants shall be protected from retaliation.~~

**Filing of Complaints**

Note: Complaints filed under UCP may be filed directly with a compliance officer or with any site administrator not designated as a compliance officer. For example, acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may initially be reported to a principal. See AR 5145.3 - Nondiscrimination/Harassment and AR 5145.7 - Sexual Harassment. If a site administrator not designated as a compliance officer receives a UCP complaint, ~~he/she~~ **the site administrator** must notify a compliance officer. A district may also establish a site-level process for receiving informal reports about incidents for which a UCP complaint may be filed and notifying students and parents/guardians of their right to file a UCP complaint. Any site-level process established by a district should be in writing and distributed in the same manner as the grievance procedures listed herein with an explanation of how it interacts with the UCP complaint process.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist ~~him/her~~ in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to ~~the~~ UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

Note: Education Code 49013 **mandates** districts to adopt procedures that allow for anonymous complaints to be filed when a district allegedly violates the prohibition against the charging of student fees. Pursuant to Education Code 52075, anonymous complaints are permitted with regard to the LCAP, as long as evidence, or information leading to evidence, to support the allegation of noncompliance is provided in the complaint.

2. Any complaint alleging noncompliance with law regarding the prohibition against ~~requiring students to pay~~ student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by **a person** who alleges that **he/she they have** personally suffered **the** unlawful discrimination or **by a person** who believes that an individual or any specific class of individuals has been subjected to **it unlawful discrimination**. The complaint shall be initiated no later than six months from the date **when that** the alleged unlawful discrimination occurred, or six months from the date **when that** the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

Note: OCR's Revised Sexual Harassment Guidance indicates that if a complainant in a sexual harassment case requests that **his/her the complainant's** name or that of the victim not be revealed to the alleged perpetrator or asks that the complaint not be pursued, the district should first inform the complainant that honoring the request may limit its ability to respond and pursue disciplinary action against the alleged perpetrator. The OCR publication acknowledges that situations may exist in which a district cannot honor a student's request for confidentiality, but cautions that, in all instances, the district must still continue to ensure that it provides a safe and nondiscriminatory environment for all students. Districts should consult legal counsel before honoring a confidentiality request to withhold the victim's name from the alleged perpetrator, especially in the case of alleged sexual assault. These guiding principles would also apply to harassment on the basis of race, gender, disability, or other protected characteristic.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when **he/she is** not the complainant, requests confidentiality, the compliance officer shall inform **him/her the complainant or victim** that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

**Mediation**

Note: The following section should be used only by those districts that have decided to establish procedures for attempting to resolve complaints through alternative dispute resolution procedures such as mediation; see the accompanying Board policy. **The following section may be modified to specify the alternative dispute resolution method and timelines used within the district.**

## UNIFORM COMPLAINT PROCEDURES (continued)

Within three business days after ~~the compliance officer receives~~ **receiving** the complaint, ~~he/she~~ **the compliance officer** may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with ~~his/her~~ **an** investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### Investigation of Complaint

Note: 5 CCR 4631, which requires the district to provide the complainant with the opportunity to present relevant information, does not provide any timeline. Thus, **the timeline specified below may be modified to reflect district practice.**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or ~~his/her~~ **the complainant's** representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or ~~his/her~~ representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

Note: In ~~his/her~~ **the** investigation, the compliance officer should consider all relevant circumstances, such as how the misconduct affected one or more students' education; the type, frequency, and duration of the misconduct; the identity, age, and sex of the individuals involved in and impacted by the conduct and the relationship between them; the number of persons engaged in the conduct and at whom the conduct was directed; the size of the school, location of the incidents, and context in which they occurred; and other incidents at the school involving different individuals.



**UNIFORM COMPLAINT PROCEDURES** (continued)

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. ~~He/she~~ **The compliance officer** shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

Note: 5 CCR 4631 allows the district to dismiss a complaint when the complainant refuses to provide the investigator with relevant documents or otherwise obstructs the investigation. 5 CCR 4631 also provides that, if the district refuses to provide the investigator with access to records or other documents, the investigator may issue a finding in favor of the complainant. During the FPM process, CDE staff will check to ensure that both of these statements regarding the provision of access to information are included in the district's policy or procedures, as specified below.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Note: ~~In determining the truth of any allegation, the district should apply the correct standard of proof to the situation. For example, with allegations of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) or retaliation, OCR uses the "preponderance of the evidence" (more likely than not) standard. Any standard of proof that is more rigorous than required by law could subject a district to liability.~~

## UNIFORM COMPLAINT PROCEDURES (continued)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

### Report of Findings Timeline for Final Decision

Note: Pursuant to 5 CCR 4631, the district's written decision must be sent to the complainant within 60 calendar days of receiving the complaint. Option 1 below is for districts that do not allow complainants to appeal the compliance officer's decision to the Governing Board. Option 2 is for districts that allow appeals to the Board, and it requires the compliance officer's decision within 30 calendar days so that the Board's decision can still be given within the 60-day time limit.

Pursuant to 5 CCR 4631, only a complainant has the right to receive a written report and to file his/her a complaint with the Board if dissatisfied with the compliance officer's decision. However, OCR has recommended that the same rights be extended to a respondent to a complaint alleging unlawful discrimination to ensure the process is equitable for all involved. Furthermore, OCR recommends notifying the respondent in such a complaint whenever the complainant approves an extension of the timeline. Options 1 and 2 reflect these recommendations and may be modified to reflect district practice.

Pursuant to 5 CCR 4640, when a UCP complaint is erroneously sent to CDE without first being filed with the district, the 60-day period specified in 5 CCR 4631 begins when the district receives the complaint.

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant, ~~and respondent if there is one,~~ a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

**For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.**

**UNIFORM COMPLAINT PROCEDURES** (continued)

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

*(cf. 9321 - Closed Session Purposes and Agendas)*

*(cf. 9321.1 - Closed Session Actions and Reports)*

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

~~In resolving~~ **For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, also shall be sent the district's final written decision, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.**

**Final Written Decision**

~~The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)~~

~~Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.~~

~~Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.~~

~~In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as~~

**UNIFORM COMPLAINT PROCEDURES** (continued)

discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited English proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: 5 CCR 4631 and guidance provided by OCR specify components that should be part of the district's decision. Inclusion of these items will help protect the district's position in case of an appeal to CDE, a complaint submitted to OCR, or if litigation is filed.

For all complaints, the **district's final written** decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

**UNIFORM COMPLAINT PROCEDURES** (continued)

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

**UNIFORM COMPLAINT PROCEDURES** (continued)

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Note: The Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g; 34 CFR 99.1-99.67) protects student privacy, including student records containing details of the actions taken in response to a UCP complaint. However, pursuant to 20 USC 1221, FERPA may not "be construed to affect the applicability of Title VI of the Civil Rights Act of 1964, Title IX of Education Amendments of 1972, Title V of the Rehabilitation Act of 1973, the Age Discrimination Act, or other statutes prohibiting discrimination, to any applicable program." In February 2015, the Family Policy Compliance Office (FPCO), the federal agency which administers FERPA, released a letter concluding that FERPA permits a district to disclose to a student who was subjected to unlawful discrimination certain information about the sanctions imposed upon the offender when the sanctions directly relate to that student. Thus, if properly remedying the impact of discrimination would require disclosing to the alleged victim certain information on how the district disciplined the alleged student offender (e.g., an order that the alleged offender stay away from the alleged victim), FPCO interprets FERPA as allowing the district to disclose that information.

Given the potential liability from improperly disclosing such information, districts are advised to consult with legal counsel when presented with a situation where a victim of unlawful discrimination requests information about sanctions imposed upon the offender.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

Note: Education Code 48985 requires that reports sent to parents/guardians be written in their primary language when 15 percent or more of a school's enrolled students speak a single primary language other than English. During the FPM process, CDE staff will check to ensure compliance with this requirement. Based on Title VI of the Civil Rights Act of 1964, OCR requires districts to ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

Note: During the FPM process, CDE staff will expect to see a statement detailing a complainant's right to pursue civil law remedies (i.e., action in a court of law) in addition to or in conjunction with the right to pursue administrative remedies from CDE.

**UNIFORM COMPLAINT PROCEDURES** (continued)

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. **He/she The complainant** may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

**Corrective Actions**

**Note: The following section may be revised to reflect district practice.**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

***(cf. 5137 - Positive School Climate)***

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

***(cf. 6164.2 - Guidance/Counseling Services)***

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus

**UNIFORM COMPLAINT PROCEDURES** (continued)

5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. ~~Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint~~

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

*(cf. 6164.5 - Student Success Teams)*

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

7. Disciplinary action, such as suspension or expulsion, as permitted by law

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.



**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Note: Generally, when a complaint is found to have merit, an appropriate remedy is provided to the complainant or other affected person. However, in certain instances, the law may require a remedy to be provided to all affected persons, not just the complainant or subject of the complaint. For example, pursuant to Education Code 49013 and 5 CCR 4600, if the district, or CDE on appeal, finds merit in the complaint alleging noncompliance with the law regarding student fees and charges, the district is required to provide a remedy to all affected students and parents/guardians, as specified below. The same requirement applies to allegations of noncompliance with the LCAP requirements, pursuant to Education Code 52075, and to noncompliance with required instructional minutes for elementary students' physical education, pursuant to Education Code 51223. Districts that do not maintain elementary schools should delete reference to physical education **from the following paragraph below.**

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

**However, if** a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

**Appeals to the California Department of Education**

Note: 5 CCR 4632-4633 provide that **any complainants** may appeal **to CDE if they disagree with** the district's decision **on any matter within the scope of the UCP to CDE**, as provided below. Pursuant to Education Code 49013, the district is **mandated** to adopt procedures that include the right to appeal to CDE, in accordance with 5 CCR 4632, when a complainant is dissatisfied with the district's decision on his/her complaint alleging noncompliance with the law that prohibits districts from requiring students to pay fees, deposits, or charges for their participation in educational activities. Such procedures are also **mandated** by Education Code 52075 with regard to complaints alleging noncompliance with requirements related to the **LCAP.**

**UNIFORM COMPLAINT PROCEDURES** (continued)

Authority to appeal the district's decision is also available to a complainant who alleges noncompliance with laws regarding (1) the provision of reasonable accommodation to a lactating student; (2) the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families; (3) the assignment of a high school student to a course without educational content; and (4) the required instructional minutes for elementary students' physical education, as specified in items #3 and #6-9 of the accompanying Board policy.

Any complainant who is dissatisfied with the district's final written decision ~~of~~ **on** a complaint regarding any specified federal or state educational program subject to ~~the~~ UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (~~Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075;~~ 5 CCR 4632)

The complainant ~~or respondent~~ shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Note: Although not required pursuant to 5 CCR 4631-4633, OCR recommends that the right to appeal the district's decision to CDE be extended to the respondent to an allegation of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) to ensure fairness for all parties involved. The following paragraphs reflect OCR's recommendation.

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, ~~he/she~~ **the respondent**, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the ~~complainant or respondent has appealed the~~ district's decision **has been appealed**, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint

**UNIFORM COMPLAINT PROCEDURES** (continued)

6. A copy of the district's **uniform complaint procedures UCP**
7. Other relevant information requested by CDE

Note: CDE may directly intervene in a complaint without waiting for action by the district when certain conditions exist, including the following: (1) the complaint alleges failure to comply with the UCP, including failure to follow the required timelines and failure to implement the final written decision; (2) the complainant requires anonymity due to the possibility of retaliation and would suffer immediate and irreparable harm if a complaint was filed and the complainant was named; (3) the complainant **alleges that he/she** would suffer immediate and irreparable harm as a result of an application of a districtwide policy that is in conflict with state or federal law and that filing a complaint would be futile; (4) the complainant alleges failure to comply with the due process procedures established pursuant to special education law and regulation to implement a due process hearing order; (5) the complainant alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety, or welfare of one or more students is threatened; or (6) the complainant alleges failure to follow a student's individualized education program.

# CSBA Sample Administrative Regulation

Community Relations

AR 1312.4(a)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 **mandates** that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. ~~These procedures are no longer required for complaints of deficiencies related to the provision of intensive instruction and services to students who have not passed one or both parts of the high school exit examination after the completion of grade 12 since that categorical program was eliminated pursuant to AB 97 (Ch. 47, Statutes of 2013).~~ **When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687. In addition, pursuant to Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), California State Preschool Programs (CSPP) (Education Code 8235-8239.1) that are exempt from licensing pursuant to Health and Safety Code 1596.792 must utilize district complaint procedures, with modifications as necessary, to resolve allegations of noncompliance with applicable health and safety requirements. The Legislative Counsel's Digest of AB 1808 clarifies that the Williams uniform complaint procedures are the applicable procedures.**

~~Education Code 35186 requires that districts post notices concerning these complaint procedures in each classroom. 5 CCR 4680-4687 further delineate legal requirements for the complaint form and notice. See the accompanying exhibits for a sample notices and complaint forms.~~

It is recommended that districts use these procedures only for complaints ~~regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions~~ **specified in law and this administrative regulation.** See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the ~~The uniform complaint procedures specified in~~ **established pursuant to 5 CCR 4600-4670.** should be used, as required, for a complaint alleging (1) failure to comply with state and federal laws governing educational programs; (2) unlawful discrimination, harassment, intimidation, or bullying; (3) violation of the prohibition against requiring students to pay fees, deposits, or other charges unless authorized by law; (4) noncompliance with legal requirements pertaining to the local control and accountability plan; (5) retaliation against a complainant or other participant in the complaint process or anyone who has otherwise acted to uncover or report alleged wrongdoing in the district; or (6) any other complaint as specified in a district policy; ~~see BP/AR 1312.3 - Uniform Complaint Procedures.~~ For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

### Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following: ~~(Education Code 35186; 5 CCR 4680-4683)~~

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: **(Education Code 35186; 5 CCR 4681)**

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

- a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
- c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: **(Education Code 35186; 5 CCR 4682)**
  - a. A semester begins and a teacher vacancy exists.
  - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

*(cf. 4112.22 - Staff Teaching English Learners)*

- c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

*Beginning of the year or semester* means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: **Education Code 35186; 5 CCR 4683**
  - a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

*Emergency or urgent threat* means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

*Clean or maintained school restroom* means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

*Open restroom* means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

**Note: The following optional paragraph is for use by districts that maintain any of grades 6-12. Education Code 35292.6 requires a school that serves any of grades 6-12 and meets a 40 percent student poverty threshold, as defined in 20 USC 6314, to stock at least 50 percent of the school's**

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

restrooms with feminine hygiene products for use in connection with the menstrual cycle, and to not charge students for such products. See AR 3517 - Facilities Inspection. Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

**In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.**

*(cf. 3514 - Environmental Safety)*

*(cf. 3517 - Facilities Inspection)*

**Note: Item #4 is for use by districts that operate one or more CSPP programs which are exempt from licensure by Health and Safety Code 1596.792 and are subject to the health and safety requirements of Health and Safety Code 1596.7925, as added by AB 1808. Pursuant to Health and Safety Code 1596.7925, the California Department of Education (CDE) must adopt regulations by July 1, 2019, that contain the program requirements specified below.**

- 4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)**
  - a. The preschool does not have outdoor shade that is safe and in good repair.**
  - b. Drinking water is not accessible and/or readily available throughout the day.**
  - c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.**
  - d. Restroom facilities are not available only for preschoolers and kindergartners.**
  - e. The preschool program does not provide visual supervision of children at all times.**

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

- f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.**
- g. Playground equipment is not safe, in good repair, or age appropriate.**

**Forms and Notices**

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

Note: Education Code **8235.5 and** 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code **8235.5 and** 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample forms and classroom notices.

The Superintendent or designee shall ensure that the district's complaint form **specifies the location for filing a complaint and** contains a space to indicate whether the complainant desires a response to ~~his/her~~ **the** complaint and ~~specifies the location for filing a complaint.~~ A complainant may add as much text to explain the complaint as **desired** ~~he/she wishes.~~ (Education Code **8235.5**, 35186; 5 CCR 4680)

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

The Superintendent or designee shall ~~ensure that a notice is posted~~ **post** in each **K-12** classroom in each school **a notice** containing the components specified in Education Code 35186. **In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted.** (Education Code **8235.5**, 35186)

**Filing of Complaint**

Note: Education Code **8235.5 and** 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, ~~California Department of Education (CDE)~~ staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to ~~the~~ CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, **or the preschool administrator or designee as appropriate,** at the school in which the complaint arises. ~~The principal or designee shall forward a~~ **A** complaint about problems beyond ~~his/her~~ **the** authority **of the principal or**



**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

**preschool administrator shall be forwarded** to the Superintendent or designee in a timely manner, but not to exceed 10 working days. **Complaints may be filed anonymously.** (Education Code **8235.5**, 35186; 5 CCR 4680)

**Investigation and Response**

The principal/**preschool administrator** or a designee **of the Superintendent** shall make all reasonable efforts to investigate any problem within ~~his/her~~ **their** authority. (Education Code **8235.5**, 35186; 5 CCR 4685)

**Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)**

~~He/she~~ **The principal/preschool administrator or Superintendent's designee** shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code **8235.5**, 35186; 5 CCR 4685)

~~Complaints may be filed anonymously.~~ If the complainant has indicated on the complaint form ~~that he/she would like~~ **a desire to receive** a response to the complaint, the principal/**preschool administrator** or **Superintendent's** designee shall report the resolution of the complaint to ~~him/her~~ **the complainant** ~~at the mailing address indicated on the complaint form~~ within 45 working days of the initial filing of the complaint. ~~At the same time, the principal or designee shall report the~~ **If the principal/preschool administrator makes this report, the same information shall be reported at the same time** to the Superintendent or designee. (Education Code **8235.5**, 35186; 5 CCR 4680, 4685)

Note: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code **8235.5 and** 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code **8235.5**, 35186)

If a complainant is not satisfied with the resolution of a complaint, ~~he/she~~ **the complainant** has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code **8235.5**, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a **or #4** in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the

## WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

principal/**preschool administrator** or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code **8235.5**, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code **8235.5**, 35186; 5 CCR 4686)

*(cf. 1340 - Access to District Records)*

### Reports

Note: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code **8235.5**, 35186; 5 CCR 4686)

### Forms and Notices

~~The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)~~

~~Note: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.~~

~~The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)~~

~~The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)~~

*Legal Reference: (see next page)*

## WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

### Legal Reference:

#### EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

**8235-8239.1 California State Preschool Programs, especially:**

**8235.5 California State Preschool Program, complaints regarding health and safety issues**

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5-**35292.6** Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

#### **HEALTH AND SAFETY CODE**

**1596.792 California Child Day Care Act; general provisions and definitions**

**1596.7925 California Child Day Care Act; health and safety regulations**

#### CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

#### **UNITED STATES CODE, TITLE 20**

**6314 Title I schoolwide program**

### Management Resources:

#### WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

# CSBA Sample Exhibit

Community Relations

E(1) 1312.4(a)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 35186 requires that the following notice be posted in each **K-12** classroom in each school in the district. During the Federal Program Monitoring process, California Department of Education (CDE) staff will check to ensure that a notice is placed in each classroom in each school and that the notice contains all the information described below.

### NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: **K-12 COMPLAINT RIGHTS**

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

*Misassignment* means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

*Teacher vacancy* means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

Note: Education Code 35186 requires that the notice inform parents/guardians of the location to obtain a complaint form and provides that posting a notice downloadable from the CDE's web site will satisfy this requirement. The law does not require that complaint form be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district web site addresses.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

4. — **If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law.** A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

# CSBA Sample Exhibit

Community Relations

E(2) 1312.4(a)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

### ~~COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES~~

Note: Education Code 35186 creates a **the Williams uniform complaint** procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below. ~~This form is no longer applicable to complaints regarding deficiencies in intensive instruction and services to students who have not passed all parts of the high school exit examination by the end of grade 12 since that categorical program was eliminated by AB 97 (Ch. 47, Statutes of 2013).~~

### **K-12 COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES**

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Course title/grade level and teacher name: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

**Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.**

**WILLIAMS UNIFORM COMPLAINT PROCEDURES** (continued)

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

- A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
- A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
- A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
- A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, **35292.6**; 5 CCR 4683)

- A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

- A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

**Note: The following optional item is for districts that choose to use the William uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with feminine hygiene products pursuant to Education Code 35292.6; see the accompanying administrative regulation.**

- For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.**

- The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

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**Note: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.**

Please file this complaint at the following location:

\_\_\_\_\_  
(principal or **title of** designee **of the Superintendent**)

\_\_\_\_\_  
(address)



**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(11/10 8/14) 3/19

# CSBA Sample Exhibit

Community Relations

E(3) 1312.4(a)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), requires that the following notice be posted in each classroom with a license-exempt California State Preschool Program (CSPP) (Education Code 8235-8239.1). The notice must include the health and safety requirements that apply to such CSPP programs pursuant to Health and Safety Code 1596.7925 and may be the subject of a complaint under the Williams uniform complaint procedures.

### NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

#### Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair
2. Drinking water that is accessible and readily available throughout the day
3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children
4. Restroom facilities that are available only for preschoolers and kindergartners
5. Visual supervision of children at all times
6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time
7. Playground equipment that is safe, in good repair, and age appropriate

Note: Education Code 8235.5 requires that the notice include the location to obtain a complaint form and provides that posting a notice downloadable from the CDE's web site will satisfy this requirement. The law does not require that complaint forms be placed in any specific location. The following paragraph lists locations where complaint forms may be available and should be modified to reflect district practice, including adding the school and district web site addresses.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

**school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.**

# CSBA Sample Exhibit

Community Relations

E(4) 1312.4(a)

## WILLIAMS UNIFORM COMPLAINT PROCEDURES

Note: Pursuant to Education Code 8235.5, as added by AB 1808 (Ch. 32, Statutes of 2018), Williams uniform complaint procedures should be used for complaints alleging that a license-exempt California State Preschool Program (CSPP) does not comply with any of the health and safety requirements specified in Health and Safety Code 1596.7925.

### PRESCHOOL COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested?  Yes  No

Contact information: (if response is requested)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

E-mail address, if any: \_\_\_\_\_

Date problem was observed: \_\_\_\_\_

Location of the problem that is the subject of this complaint:

School name/address: \_\_\_\_\_

Room number/name of room/location of facility: \_\_\_\_\_

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

The preschool does not have outdoor shade that is safe and in good repair.

Drinking water is not accessible and/or readily available throughout the day.

**WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)**

- The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- Restroom facilities are not available only for preschoolers and kindergartners.
- The preschool program does not provide visual supervision of children at all times.
- Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- Playground equipment is not safe, in good repair, or age appropriate.

**Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.**

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**Note: Education Code 8235.5, as added by AB 1808, requires complaints identified above to be filed with the preschool administrator or designee. Districts should specify the names and/or locations in the spaces below.**

**Please file this complaint at the following location:**

\_\_\_\_\_  
(preschool administrator or designee)

\_\_\_\_\_  
(address)

**Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# CSBA Sample Administrative Regulation

Community Relations

AR 1340(a)

## ACCESS TO DISTRICT RECORDS

Note: Article 1, Section 3 of the California Constitution grants any person the right to access information concerning meetings and writings of state and local government bodies, officials, and agencies as long as the constitutional rights of privacy and due process are protected. Courts broadly interpret rules or laws granting access and narrowly interpret those denying access; thus, the burden is on the district to demonstrate the need for restricting access to public records.

The following **optional** administrative regulation lists those records defined as public and, in contrast, those defined as confidential to which there is no public access. It is not intended to provide an all-inclusive list of records that may be defined as either public or confidential.

### Definitions

Note: Pursuant to Government Code 6252, a "public record" includes any writing that relates to district business as defined below.

Emails and other electronic communications related in a substantive manner to district business are considered public records. Furthermore, in City of San Jose v. Superior Court, the California Supreme Court held that using a personal account or personal device to send or receive communications regarding public business does not categorically exclude those records from disclosure upon request under the California Public Records Act (CPRA) (Government Code 6250-6270). The court noted that public agencies are required to disclose all applicable records that can be located "with reasonable effort," including those records contained on a public employee's or official's personal device or account. Such searches need not be extraordinary or intrusive. For further information, see CSBA's Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications. Also see the accompanying Board policy, AR 3580 - District Records, and BB 9012 - Board Member Electronic Communications.

*Public records* include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)

(cf. 9012 - Board Member Electronic Communications)

*Writing* means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

*Member of the public* means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of **his/her** **such** membership, agency, office, or employment. (Government Code 6252)

## ACCESS TO DISTRICT RECORDS (continued)

### Public Records

Note: While not specifically enumerated in Government Code 6252, items #1-~~15~~ **14** below are items which fall within the definition of "public records."

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

*(cf. 3100 - Budget)*

*(cf. 3460 - Financial Reports and Accountability)*

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

6. Meeting agendas (Government Code 54957.5)

*(cf. 9322 - Agenda/Meeting Materials)*

7. Official communications between the district and other government agencies

**Note: District and school plans (e.g., local control and accountability plan, school plan for student achievement, comprehensive safety plan) must generally be accessible to the public. However, pursuant to Education Code 32281, the Governing Board may choose to prohibit disclosure of those portions of the comprehensive safety plan that include tactical responses to criminal incidents. See BP 0450 - Comprehensive Safety Plan.**

8. **School-based program plans (Education Code 52850) District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law**

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0420 - School Plans/Site Councils)*

9. **Information and data relevant to the evaluation and modification of district plans**

**ACCESS TO DISTRICT RECORDS** (continued)*(cf. 0440 - District Technology Plan)**(cf. 0450 - Comprehensive Safety Plan)**(cf. 0460 - Local Control and Accountability Plan)**(cf. 3516 - Emergencies and Disaster Preparedness Plan)**(cf. 3543 - Transportation Safety and Emergencies)**(cf. 7110 - Facilities Master Plan)*

- 10. 9.** Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

*(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)*

Note: Although Government Code 6254 exempts from disclosure those records pertaining to pending litigation, the Attorney General opined in 71 Ops.Cal.Atty.Gen. 235 (1988) that records predating the filing of the lawsuit are subject to disclosure. In Fairley v. Superior Court, a California Court of Appeal concurred and held that documents were exempted only if they were prepared for use in litigation. (See item #2 in the section "Confidential Records" below.) The following item reflects the opinion of the court and the Attorney General. The **Governing** Board should consult legal counsel if it believes that any document related to litigation should not be disclosed.

- 11. 10.** Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)

*(cf. 3320 - Claims and Actions Against the District)*

- 12. 11.** Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

*(cf. 9270 - Conflict of Interest)*

Note: Generally, the names and salaries of public employees are subject to disclosure under the **Public Records Act CPRA**. In Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532. However, in International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, the California Supreme Court recognized that, in some instances, the salaries of certain employees might be exempt from disclosure, depending on the facts and circumstances. **The Board should consult legal counsel if it believes that any document related to the names and salaries of public employees should not be disclosed.** Additionally, in Sacramento County Employees Retirement System v. Superior Court, a California Court of Appeal held that the names and corresponding pension benefits of members of a county retirement system are subject to disclosure and are not considered "individual records of members" protected by Government Code 31532.

- 13. 12.** Documents containing names, salaries, and pension benefits of district employees

- 14. 13.** Employment contracts and settlement agreements (Government Code 53262)



**ACCESS TO DISTRICT RECORDS** (continued)

*(cf. 2121 - Superintendent's Contract)*  
*(cf. 4117.5/4217.5/4317.5 - Termination Agreements)*  
*(cf. 4141/4241 - Collective Bargaining Agreement)*

**15. 14.** Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

Note: Government Code 6254.29 specifies that the CPRA does not require a district to disclose an employee's social security number and states the Legislature's intent that districts redact social security numbers from any records being disclosed to the public. In addition, Government Code 6254.3, **as amended by AB 2843 (Ch. 830, Statutes of 2016)**, prohibits disclosure of an employee's personal cell phone number and birth date.

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

**Confidential Public Records**

**Note: Pursuant to Government Code 8310.3, districts are prohibited from collecting or disclosing to federal government authorities any personal information regarding an individual's religious beliefs, practices, or affiliation for the purpose of compiling a list, registry, or database of individuals based on religious affiliation, national origin, or ethnicity.**

**In addition, Education Code 234.7 prohibits the collection of information or documents regarding the citizenship or immigration status of students or their family members. 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 (ICE), 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. An ICE "administrative warrant" is not a court order that would allow a district to disclose student records without parent/guardian consent. See BP/AR 5125 - Student Records, BP/AR 5145.13 - Response to Immigration Enforcement, and 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.**

**ACCESS TO DISTRICT RECORDS** (continued)

**Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)**

*(cf. 5145.13 - Response to Immigration Enforcement)*

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, **and** interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25)
3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

*(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)*  
*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

**ACCESS TO DISTRICT RECORDS** (continued)

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

*(cf. 4140/4240/4340 - Bargaining Units)*

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

*(cf. 6162.51 - State Academic Achievement Tests)*

6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)
7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in **an** unfair competitive disadvantage to the person supplying the information (Government Code 6254)
8. Library circulation and patron use records of a borrower or patron including, but not limited to, **his/her** name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to **a persons** acting within the scope of **his/her** **their** duties in the administration of the library, to **a-persons** authorized in writing by the individual to whom the records pertain, or by court order (Government Code 6254, 6267)

*(cf. 6163.1 - Library Media Centers)*

**ACCESS TO DISTRICT RECORDS** (continued)

Note: The following exemption protects attorney-client privileged communications and attorney work product, as well as other work product prepared for use in pending litigation or claims. Pursuant to the Rules of Professional Conduct of the State Bar of California, when an attorney has been hired to represent the district as a whole, this privilege may only be waived by the Board.

In Los Angeles County Board of Supervisors v. Superior Court, the California Supreme Court held that invoices for the services of district counsel, or portions of those invoices, may be privileged and therefore exempt from disclosure. The Board should consult with legal counsel to determine what records to disclose in response to a CPRA request for such invoices.

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

*(cf. 9124 - Attorney)*

10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

~~*(cf. 0450 - Comprehensive Safety Plan)*~~

11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

*(cf. 9223 - Filling Vacancies)*

12. Minutes of Board meetings held in closed session (Government Code 54957.2)

*(cf. 9321 - Closed Session Purposes and Agendas)*

13. Computer software developed by the district (Government Code 6254.9)

14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

*(cf. 5141.6 - School Health Services)*

## ACCESS TO DISTRICT RECORDS (continued)

16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

Note: Item #17 below reflects an exemption often referred to as the "catch-all" or "public interest" exemption pursuant to Government Code 6255. This exemption allows a district to withhold a record based on analysis of the specific facts of the situation and in light of the competing public interests. This exemption also includes the "deliberative process privilege" which is designed to protect a district's decision-making process in order to encourage candid discussions within the district. Legal counsel should be consulted to determine whether a request for a record falls under this exemption.

17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

## Inspection of Records and Requests for Copies

Note: Court decisions have held that a public record request may be made orally, by phone, or in writing, including by email, fax, or hand delivery. The district may ask, but not require, that the person put an oral request in writing.

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of **his/her the** determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with

**ACCESS TO DISTRICT RECORDS** (continued)

another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Note: Government Code 6253 states that copies of records must be provided "promptly." The term "promptly" is not defined in law, but Government Code 6253 also states that a district may not delay or obstruct the copying of records. Thus, if the records are held in a manner that allows for prompt disclosure, the records generally should not be withheld because of the 10-day response period or the 14-day extension detailed above.

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

Note: The following **optional** paragraph is for use by districts that charge for copies. See the accompanying Board policy.

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Note: Pursuant to Government Code 6253, as amended by AB 2853 (Ch. 275, Statutes of 2016), in addition to having public records available for inspection during office hours, the district may, in response to a public records request, post public records on its web site and refer the requesting member of the public to the location on the web site where the public record is posted, as provided below.

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

**ACCESS TO DISTRICT RECORDS** (continued)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

**Assistance in Identifying Requested Records**

Note: Government Code 6253.1 requires the district to assist a person requesting to inspect or obtain a copy of a public record as specified below. This assistance is <u>not</u> required if the district grants the request and the records are made available or if the request is denied on the grounds that the records are confidential.
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If the Superintendent or designee denies a request for disclosable records, **he/she shall assist** the requester **shall be assisted** in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

**ACCESS TO DISTRICT RECORDS** (continued)

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)



# CSBA Sample Board Policy

## Business and Noninstructional Operations

BP 3100(a)

### BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with **and reflects** the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

*(cf. 0000 - Vision)*

*(cf. 0200 - Goals for the School District)*

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3300 - Expenditures and Purchases)*

*(cf. 3460 - Financial Reports and Accountability)*

*(cf. 9000 - Role of the Board)*

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

### Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

Note: Education Code 42103 and 42127 require the district to hold a public hearing prior to adoption of the budget. ~~See the accompanying administrative regulation for requirements pertaining to the public hearing.~~ A public hearing on the district's local control and accountability plan (LCAP) must occur at the same meeting **as the public hearing on the proposed budget.** ~~See the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan for requirements pertaining to the public hearing.~~

**Pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required, by July 1, 2019, to develop a local control funding formula (LCFF) budget overview for parents/guardians with specified information, based on a template created by the Superintendent of Public Instruction (SPI). The budget overview must be developed in conjunction with, and attached as a cover to, the LCAP and annual update to the LCAP. The adoption, review, approval, and posting of the budget overview are subject to the same requirements as for the LCAP, including the requirement for a public hearing.**

**BUDGET** (continued)

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. **The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)**

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

*(cf. 9323 - Meeting Conduct)*

The Board shall adopt the district budget **at a public meeting held after the date of the public hearing but** on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, **and the LCFF budget overview for parents/guardians.** The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, **52062**)

~~At a public meeting scheduled on a date after the public hearing on the budget, the Board shall, following its adoption of the LCAP or an annual update to the LCAP, adopt the budget. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)~~

Note: Pursuant to Education Code 42126, the district budget must be in a format prescribed by the ~~Superintendent of Public Instruction (SPI)~~. The SPI has established a requirement that districts use the Standardized Account Code Structure (SACS). SACS ensures that districts meet state and federal reporting guidelines and comply with generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). The California Department of Education's (CDE) California School Accounting Manual provides guidance regarding coding of revenues and expenditures.

~~At its discretion, the district may use a different format for communicating the budget to the Board, staff, and public but, according to the CDE, the budget that the Board formally adopts must be in the SACS format.~~

The budget that is **presented at the public hearing as well as the budget** formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction **(SPI)**. (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

Note: Education Code 42127 requires the district to file the adopted budget with the County Superintendent of Schools as described below. If the district fails to submit a budget by July 1, the County Superintendent will, at district expense, develop a budget by September 15 and transmit that budget to the Board.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file **the adopted district budget** with the County Superintendent of Schools ~~the adopted district budget and supporting data~~. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

**BUDGET (continued)**

*(cf. 1340 - Access to District Records)*

Note: Pursuant to Education Code 42127, on or before September 15, the County Superintendent must approve, conditionally approve, or disapprove the district's adopted budget. Education Code 42127 requires that this determination be based on a consideration of whether the district's adopted budget complies with state standards and criteria, will allow the district to meet its current and **future multiyear** financial obligations, **includes the expenditures necessary to implement the LCAP or annual update to the LCAP**, satisfies all conditions established by the County Superintendent in the case of a conditionally approved budget, **will enable the district to satisfy its multiyear financial commitments, includes the expenditures necessary to implement the LCAP or the annual update to the LCAP**, and, when applicable, **and** complies with the requirements pertaining to ending fund balances that exceed the state minimum recommended reserve.

Education Code 42127 also requires the County Superintendent to consider other studies, reports, evaluations, or audits that may indicate that the district is in fiscal distress; see the Fiscal Crisis and Management Assistance Team's Fiscal Oversight Guide and BP 3460 - Financial Reports and Accountability.

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to **his/her the County Superintendent's** recommendations at a **regular** public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

**Budget Advisory Committee**

Note: The following **optional** section is for use by districts that choose to establish a budget advisory committee to provide input during the budget development process. The committee may be appointed by the Superintendent or designee (Option 1), by the Board (Option 2), or may be a Board subcommittee composed exclusively of Board members (Option 3). Committees established by Board action are subject to the Brown Act; see BP/AR 1220 - Citizen Advisory Committees. Districts should delete or modify the following options as appropriate. See the accompanying administrative regulation for optional language regarding the committee's composition and duties.

This committee is different from the budget review committee that is required **in the event that pursuant to Education Code 42127 and 42127.1 if** the County Superintendent disapproves the district's budget; see the accompanying administrative regulation.



**BUDGET (continued)****Budget Criteria and Standards**

The ~~Superintendent or designee shall develop a~~ district budget **shall be developed** in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, ~~local control funding formula~~ **LCFF** revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, ~~unrestricted general~~ fund balance, and reserves. In addition, ~~he/she~~ **the Superintendent or designee** shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, ~~33128.3~~, 33129, 42127.01; 5 CCR 15440-15451)

Note: The following paragraph is for use by districts that receive supplemental and concentration funding within the ~~local control funding formula (LCFF)~~ based on the number and concentration of "unduplicated students" (i.e., students who are eligible for free or reduced-price meals, English learners, and foster youth) pursuant to Education Code 42238.02 and 42238.03. 5 CCR 15496 addresses the method of determining the percentage by which services for unduplicated students must be increased or improved above services provided to all students in the fiscal year. Pursuant to 5 CCR 15496, the district's LCAP must include evidence demonstrating how LCFF funding apportioned on the basis of unduplicated students is used to support such students; see AR 0460 - Local Control and Accountability Plan.

The district budget shall provide for ~~increasing~~ **ing** or ~~improving~~ **ing** services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

*(cf. 3553 - Free and Reduced Price Meals)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6174 - Education for English Learners)*

**BUDGET** (continued)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

(cf. 3110 - Transfer of Funds)

**Fund Balance**

Note: The following section should be revised to reflect district practice. **Governmental Accounting Standards Board (GASB)** Statement 54 addresses the way fund balances (i.e., the gross differences between assets and liabilities reflected on the balance sheet) in governmental funds are reported in external financial reports. Fund balances must be classified as nonspendable, restricted, committed, assigned, and unassigned in accordance with GASB 54 definitions; also see AR 3460 - Financial Reports and Accountability. Pursuant to GASB 54, the Board has sole authority to specify purposes of funds classified as "committed" and also must express, or delegate the authority to express, intended purposes of resources that result in the "assigned" fund balance. The Board may modify the following section to reflect its fund balance policy or may adopt a formal resolution containing the required components.

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.
2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.

Note: For purposes of the committed fund balance, GASB 54 requires that the Board commit funds no later than the end of the reporting period. In New Requirements for Reporting Fund Balance in Governmental Funds, the CDE clarifies that for districts the end of the reporting period is June 30.

3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

**BUDGET** (continued)

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent **may shall have discretion to** further delegate the authority to assign funds **at his/her discretion**.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

Note: Although not required by GASB 54, the Government Finance Officers Association (GFOA) recommends that public agencies adopt a minimum fund balance policy that establishes an appropriate level of unrestricted fund balance that will be maintained in the general fund. The GFOA's **Best Practice: ~~Appropriate Level of Unrestricted Fund Balance in the General Fund~~ Fund Balance Guidelines for the General Fund** describes a variety of factors that should be considered when developing a minimum fund balance policy, such as the predictability of its revenue and volatility of its expenditures, perceived exposure to significant one-time outlays, potential drain upon the general fund from other funds as well as the availability of resources in other funds, **potential impact on bond ratings and the corresponding increased cost of borrowed funds**, ~~liquidity of resources~~, and portion of unrestricted fund balance already committed or assigned for a specific purpose.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

Note: The GFOA recommends that the minimum fund policy address both the circumstances under which the unrestricted fund balance can be spent down and the procedure for replenishing deficiencies. The district may revise the following **optional** paragraph to specify the rate at which the district will attempt to recover the fund balance (e.g., the Board shall develop a plan to recover the fund balance at a rate of at least one percent each year).

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

**Reserve Balance**

Note: 5 CCR 15450 establishes a minimum local reserve balance for economic uncertainties based on the district's average daily attendance (ADA). The minimum reserve balance is the greater of five percent or \$55,000 for districts with 0-300 ADA; the greater of four percent or \$55,000 for districts with 301-1,000 ADA; three percent for districts with 1,001-30,000 ADA; two percent for districts with 30,001-400,000 ADA; and one percent for districts with over 400,000 ADA. The following paragraph may be revised to reflect the minimum reserve applicable to the district's ADA.

**BUDGET** (continued)

Education Code 42127.01 establishes, under certain conditions, a maximum amount of local reserve balance for economic uncertainties. Pursuant to Education Code 42127.01, as amended by SB 751 (Ch. 674, Statutes of 2017), if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year. Basic aid districts, as defined in Education Code 42238.02, and districts with 2,500 or less ADA are exempted from this requirement and may delete the following paragraph. Other districts may also be exempted from this requirement by the County Superintendent for up to two consecutive fiscal years within a three year period upon providing documentation of extraordinary fiscal circumstances (e.g., multiyear infrastructure or technology projects) that substantiate the need for a reserve in excess of the limit specified in Education Code 42127.01.

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

Note: Education Code 42127.01 establishes, under certain conditions, a maximum amount of local reserve balance for economic uncertainties. Pursuant to Education Code 42127.01, as amended by SB 751 (Ch. 674, Statutes of 2017), if the amount of monies in the state Public School System Stabilization Account is three percent or more of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district's combined assigned or unassigned ending general fund balance must not exceed 10 percent of those funds in the immediately following fiscal year.

Basic aid districts, as described in Education Code 42238.02, and districts with 2,500 or less ADA are exempted from this requirement and may delete the following paragraph. Other districts may also be exempted from this requirement by the County Superintendent for up to two consecutive fiscal years within a three-year period upon providing documentation of extraordinary fiscal circumstances (e.g., multiyear infrastructure or technology projects) that substantiate the need for a reserve in excess of the limit specified in Education Code 42127.01.

In any year **that following the fiscal year in which** the district is notified by the **Superintendent of Public Instruction SPI** that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, **unless the requirement is waived in accordance with Education Code 42127.01**. (Education Code ~~41202,~~ 42127.01)

**Long-Term Financial Obligations**

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)  
 (cf. 4154/4254/4354 - Health and Welfare Benefits)

**BUDGET** (continued)*(cf. 7210 - Facilities Financing)**(cf. 9250 - Remuneration, Reimbursement and Other Benefits)*

**Note: The following paragraph is optional. Government Code 21710-21716, as added by SB 1413 (Ch. 665, Statutes of 2018), establish the California Employers' Pension Prefunding Trust Program and related Trust Fund, allowing districts that provide a defined benefit pension plan to their employees to prefund required pension contributions to the California Public Employees' Retirement System (CalPERS). Districts may elect to participate in the Prefunding Trust Program for the purpose of investing payments toward their required CalPERS pension contributions.**

**The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.**

Note: The following two **optional** paragraphs are for use by districts that provide "other postemployment benefits" (OPEBs) (i.e., medical, dental, vision, hearing, life insurance, long-term care, long-term disability, and other nonpension benefits to retired employees or Board members) and should be revised to reflect district practice; see BP/AR 4154/4254/4354 - Health and Welfare Benefits and BB 9250 - Remuneration, Reimbursement and Other Benefits. CSBA recommends that districts adopt a specific funding strategy for addressing their OPEB obligations. The district may pay the premiums as they fall due ("pay-as-you-go"), but in such a case the district would then accrue a deficit with respect to future retirees which can be expected to grow as a result of an increasing retiree population and increases in benefit costs. Therefore, it is recommended that the district prefund the debt to the extent possible using a method and level to be determined by the Board. For example, the district may contribute a set amount or percentage of the actuarially determined "annual required contributions" to an irrevocable trust or designated fund each year.

GASB Statement 75 requires districts that do not provide OPEB through a trust to report the total unfunded liability (i.e., OPEBs that are not prefunded) in the district's financial statements; see AR 3460 - Financial Reports and Accountability.

CSBA's OPEB Solutions Program provides access to **a trusted source of analysis** ~~qualified actuaries and consultants~~ and a GASB 75-compliant trust to prefund future obligations. See CSBA's web site for further information.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

~~When the~~ **The** Superintendent or designee **shall annually** presents a report to the Board on the estimated accrued but unfunded cost of OPEBs, ~~the Board shall disclose, as~~ **As** a



**BUDGET** (continued)

separate agenda item at the same meeting, **the Board shall disclose** whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

Note: The following **optional** paragraph is for use by districts that are self-insured for workers' compensation claims, either individually or as part of a joint powers agency. See AR 3460 - Financial Reports and Accountability for provisions related to reporting the estimated accrued but unfunded cost of workers' compensation claims based on an actuarial report.

~~When the~~ **The** Superintendent or designee **shall annually** presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims, ~~the Board shall disclose, as~~ **and the actuarial reports upon which the estimated costs are based. As** a separate agenda item at the same meeting, **the Board shall disclose** whether ~~or not~~ it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

**Budget Amendments**

Note: The following section is **optional** and should be revised to reflect district practice.

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

**BUDGET (continued)***Legal Reference:*EDUCATION CODE

1240 Duties of county superintendent of schools  
 33127-33131 Standards and criteria for local budgets and expenditures  
 41202 Determination of minimum level of education funding  
 42103 Public hearing on proposed budget; requirements for content of proposed budget  
 42122-42129 Budget requirements  
 42130-42134 Financial certifications  
 42140-~~42141~~ **42142** Disclosure of fiscal obligations  
 42238-42251 Apportionments to districts, especially:  
 42238.01-42238.07 Local control funding formula  
 42602 Use of unbudgeted funds  
 42610 Appropriation of excess funds and limitation thereon  
 45253 Annual budget of personnel commission  
 45254 First year budget of personnel commission  
 52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

**21710-21716 California Employer's Pension Prefunding Trust Program**

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure  
 15440-15451 Criteria and standards for school district budgets  
 15494-~~15496~~ **15497** Local control funding formula, **supplemental and concentration grant expenditures**

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, **December 2015**  
~~September 2006~~

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: ~~Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009~~ **Fund Balance Guidelines for the General Fund, September 2015**

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting ~~by Employers~~ for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, ~~March~~ **February** 2009

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Management Resources continued: (see next page)

**BUDGET** (continued)

*Management Resources: (continued)*

WEB SITES (continued)

*Government Finance Officers Association: <http://www.gfoa.org>*

*Governmental Accounting Standards Board: <http://www.gasb.org>*

*School Services of California, Inc.: <http://www.sscal.com>*

# **CSBA Sample**

## **Administrative Regulation**

**Business and Noninstructional Operations**

AR 3100(a)

**BUDGET**

**BUDGET** (continued)**Public Hearing**

Note: Pursuant to Education Code 52062, the public hearing on the budget must be at the same meeting as the public hearing on the local control and accountability plan (LCAP). ~~as described below; see~~ **In addition, pursuant to Education Code 52064.1, as added by AB 1808 (Ch. 32, Statutes of 2018), districts are required to develop a local control funding formula budget overview for parents/guardians through a process that meets the requirements of Education Code 52062, including the requirement for a public hearing. See** the accompanying Board policy and BP 0460 - Local Control and Accountability Plan.

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

Note: ~~Pursuant to Education Code 42103, the County Superintendent of Schools must publish the location, dates, and times at which the district's proposed budget may be inspected, as well as the location, date, and time of the public hearing described above. This notice must be published in a newspaper of general circulation 10-45 days before the hearing.~~

The Superintendent or designee shall notify the County Superintendent of Schools of the location **and** dates, **and times** at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as required by Education Code 42103.

**BUDGET** (continued)

Note: Pursuant to Education Code 42127, as amended by AB 2585 (Ch. 309, Statutes of 2014), if the proposed budget for 2015-16 or a subsequent year includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the State Board of Education and contained in 5 CCR 15450, the public hearing must provide the information specified below for public review and discussion.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may **speak to appear and object to** the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

*(cf. 9323 - Meeting Conduct)*

**Budget Review Committee for Disapproved Budgets**

Note: Pursuant to Education Code 42127, **as amended by SB 78 (Ch. 19, Statutes of 2015)**, if the County Superintendent conditionally approves or disapproves the district's initial budget, the district must respond to the County Superintendent's recommendations by October 8; see the accompanying Board policy. If the County Superintendent then disapproves that revised budget, Education Code 42127 and 42127.1 require **him/her the County Superintendent** to call for the formation of a budget review committee unless the **Governing** Board and the County Superintendent agree to waive the committee requirement and the California Department of Education agrees to the waiver. See BP 1431 - Waivers. The formation, convening procedures, and timelines of the budget review committee are set forth in Education Code 42127.1-42127.3.

Education Code 42127 provides that the County Superintendent cannot call for the formation of a budget review committee if **his/her the** sole reason for disapproving the district's budget is **disapproval of that he/she has not approved** the district's LCAP or the annual update to the LCAP.

If the district's budget is disapproved by the County Superintendent for any reason other than **his/her** disapproval of the district's **local control and accountability plan (LCAP)** or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

**BUDGET** (continued)

Note: Pursuant to Education Code 42127.2, if the **Governing** Board fails to select the budget review committee from a list of candidates provided by the Superintendent of Public Instruction (SPI) within five working days of receiving the list, as provided in item #1 below, the SPI will select and convene the committee no later than 10 working days after the district's receipt of the candidate list.

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates
2. A regional review committee **selected and** convened by the County Superintendent with the approval of the Board **and SPI**

Note: Pursuant to Education Code 42127.2, ~~as amended by SB 78 (Ch. 19, Statutes of 2015),~~ the budget review committee is required to submit, by November 30, its recommendation as to whether the district's budget should be approved or disapproved and, if the recommendation is for disapproval, its recommended revisions to the budget. The SPI may extend this deadline for up to 15 working days. ~~SB 78 also amended Education Code 42127.3 to extend until December 31 the date by which the County Superintendent, in consultation with the district and SPI, must adopt a fiscal plan and budget for the district.~~

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent **as he/she to** **develops** and **adopts**, by December 31, a fiscal plan and budget that will allow the district to meet its **current fiscal year and multiyear** financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

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# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3260(a)

## FEES AND CHARGES

Note: Pursuant to Education Code 49011, a district is prohibited from requiring students to pay a fee, deposit, or other charge in order to participate in an educational activity as defined in Education Code 49010. A district is also required to provide the supplies, materials, and equipment needed by students to participate in educational activities. Education Code 49011 clarifies that an otherwise impermissible fee would not be made permissible by the provision of a waiver for some students. However, pursuant to 5 CCR 350, a district is permitted, in certain circumstances, to impose fees that are specifically authorized by law. See the accompanying administrative regulation for a list of permissible fees.

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for students' participation in the district's educational program are made available to ~~them~~ **students** at no cost.

No student shall be required to pay a fee, deposit, or other charge for ~~his/her~~ participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

*(cf. 3100 - Budget)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of ~~district~~ students' families and their ability to pay.

***(cf. 0410 - Nondiscrimination in District Programs and Activities)***

***(cf. 0415 - Equity)***

*(cf. 3250 - Transportation Fees)*

~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5143 - Insurance)*

*(cf. 9323.2 - Actions by the Board)*

Note: The following **optional** paragraph may be revised to reflect district practice. The prohibition against student fees pursuant to Education Code 49011 does not restrict districts from soliciting for voluntary donations, participating in fundraising activities, or providing prizes or other recognition for participants in such fundraising activities. However, according to the California Department of Education's (CDE) Fiscal Management Advisory ~~1517-01, Pupil Fees, Deposits, and Other Charges: Parent Service Hours~~, the prohibition against student fees does bar a district from requiring volunteer hours ~~or payment in lieu of performing volunteer hours~~ as a condition of admission, enrollment, continued enrollment, sibling preference, attendance, participation in educational activities, or receipt of credit or privileges related to educational activities.



## FEES AND CHARGES (continued)

The prohibition against student fees shall not ~~restrict~~ **prevent** the district from soliciting for donations, ~~participating in conducting~~ fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. ~~It~~ **The district** also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

*(cf. 1321 - Solicitation of Funds from and by Students)*

*(cf. 3290 - Gifts, Grants and Bequests)*

Note: The following paragraph is **optional** and may be revised to reflect district practice.

The Superintendent or designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

## Complaints

Note: Pursuant to Education Code 49013, a district is mandated to adopt policy and procedures which allow complaints to be filed using the uniform complaint procedures when the district is alleged to have violated the prohibition against requiring unauthorized student fees. See BP/AR 1312.3 - Uniform Complaint Procedures for language implementing this mandate.

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

*(cf. 1312.3 - Uniform Complaint Procedures)*

Note: Education Code 49013 requires districts found in violation of the prohibition against student fees to design a remedy which may include reasonable efforts to **fully** identify and **fully** reimburse all affected individuals as specified in 5 CCR 4600. See AR 1312.3 - Uniform Complaint Procedures for additional language reflecting these requirements.

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

**FEES AND CHARGES (continued)**

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

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

*(cf. 5145.6 - Parental Notifications)*

**Collection of Debt**

**Note: Education Code 49014 (the Public School Fair Debt Collection Act), as added by AB 1974 (Ch. 577, Statutes of 2018), establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including debts resulting from unpaid fees lawfully imposed by a district. See the accompanying administrative regulation for additional language reflecting these requirements.**

**The debt collection requirements of this Act do not apply to debt owed as a result of vandalism or loss of district property loaned to the student. For further information in regard to such debt, see AR 3515.4 - Recovery for Property Loss or Damage.**

**For information regarding meal payments, including the collection of delinquent meal charges, see BP/AR 3551 - Food Service Operations/Cafeteria Fund.**

**The Superintendent or designee shall, in accordance with law, recover any debt owed to the district as a result of unpaid permissible student fees approved by the Board. However, the district shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)**

- 1. Denying full credit for any class assignment**
- 2. Denying full and equal participation in any classroom activity**
- 3. Denying access to the library or other on-campus educational facilities**
- 4. Denying or withholding grades or transcripts**
- 5. Denying or withholding a diploma**
- 6. Limiting or barring participation in an extracurricular activity, club, or sport**
- 7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony**

*Legal Reference: (see next page)*

**FEES AND CHARGES (continued)***Legal Reference:*EDUCATION CODE8239 *Preschool and wraparound child care services*8250 *Child care and development services for children with disabilities*8263 *Child care eligibility*8422 *21st Century High School After School Safety and Enrichment for Teens programs*8482.6 *After School Education and Safety programs*8760-8774 *Outdoor science, ~~and~~ conservation, **and forestry** programs*17453.1 *District sale or lease of Internet appliances or personal computers to ~~students or parents~~ **of students***17551 *Property fabricated by students*19910-19911 *Offenses against libraries*32033 *Eye protective devices*32221 *Insurance for athletic team member*32390 *Fingerprinting program*35330-35332 *Excursions and field trips*35335 *School camp programs*38080-38086.1 *Cafeteria establishment and use*38120 *Use of school band equipment on excursions to foreign countries*39801.5 *Transportation for adults*39807.5 *Payment of transportation costs*39837 *Transportation of students to places of summer employment*48050 *Residents of adjoining states*48052 *Tuition for foreign residents*48904 *Liability of parent or guardian*49010-49013 *Student fees***49014 Public School Fair Debt Collection Act**49065 *Charge for copies*49066 *Grades, effect of physical education class apparel*49091.14 *Prospectus of school curriculum***49557.5 Unpaid school meal fees**51810-51815 *Community service classes*52612 *Tuition for adult classes*52613 *Nonimmigrant foreign nationals*56504 *School records; students with disabilities*60410 *Students in classes for adults*GOVERNMENT CODE6253 *Request for copy; fee*CALIFORNIA CONSTITUTIONArticle 9, Section 5 *Common school system*CODE OF REGULATIONS, TITLE 5350 *Fees not permitted*4600-4687 *Uniform complaint procedures*UNITED STATES CODE, TITLE 81184 ~~Foreign Nonimmigrant~~ **students***Legal Reference continued: (see next page)*

## FEES AND CHARGES (continued)

Legal Reference: (continued)

### COURT DECISIONS

*Arcadia Unified School District v. State Department of Education* (1992) 2 Cal 4th 251

*Driving School Assn of CA v. San Mateo Union HSD* (1993) (1992) 11 Cal. App. 4th 1513

*Arcadia Unified School District v. State Department of Education* (1992) 2 Cal 4th 251

*Steffes v. California Interscholastic Federation* (1986) 176 Cal. App. 3d 739

*Hartzell v. Connell* (1984) 35 Cal. 3d 899

*CTA v. Glendale School District Board of Education* (1980) 109 Cal. App. 3d 738

Management Resources:

### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Pupil Fees, - Damage to School Property, Deposits and Other Charges*, Fiscal Management Advisory 16-01, September 16, 2016 17-01, July 28, 2017

*Pupil Fees: Parent Service Hours*, Fiscal Management Advisory 15-01, January 20, 2015

*Pupil Fees, Deposits, and Other Charges: Cap and Gown for High School Graduation Ceremony*, Addendum to Fiscal Management Advisory 12-02, October 4, 2013

*Fees, Deposits and Other Charges*, Fiscal Management Advisory 12-02, April 24, 2013

### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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Policy Reference UPDATE Service

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# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3260(a)

## FEES AND CHARGES

Note: Pursuant to 5 CCR 350, districts may charge fees only when specifically authorized by law. The following list specifies fees currently authorized by law and should be revised to reflect the types of fees that have been approved by the Governing Board; see the accompanying Board policy. Other permissible fees may exist and be identified in the future. For further information about fees and charges, see the California Department of Education's (CDE) Fiscal Management Advisory ~~12-02~~, **17-01, Pupil Fees, Deposits and Other Charges.**

Pursuant to Education Code 49011, a district is prohibited from requiring a student to pay fees or charges in order to participate in an educational activity. A complaint alleging the unauthorized charging of student fees **may should** be filed in accordance with the uniform complaint procedures; see the accompanying Board policy and BP/AR 1312.3 - Uniform Complaint Procedures. Districts with questions as to whether a particular fee may be charged should consult with legal counsel.

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

*(cf. 5143 - Insurance)*

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

Note: In its Fiscal Management Advisory ~~12-02-17-01~~, **the** CDE interprets Education Code 35330 as permitting the district, at its discretion, to charge fees for any field trip, provided that no student is prevented from participating in a field trip due to a lack of funds. ~~AB 341 (Ch. 40, Statutes of 2017) amended Education Code 35330 to delete the prohibition against the use of district funds for the expenses of students participating in an out of state field trip, thereby giving districts discretion as to whether or not to charge students a fee to participate in such trips~~

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

*(cf. 6153 - School-Sponsored Trips)*

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

*(cf. 5142.1 - Identification and Reporting of Missing Children)*

**FEES AND CHARGES** (continued)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

*(cf. 6142.5 - Environmental Education)*

Note: Education Code 17551 permits the district to sell to a student any **nonperishable** property of the district which has been fabricated by the student, as provided in item #6 below. CDE Fiscal Management Advisory ~~12-02~~ **17-01** clarifies that this cost applies to materials ~~the students~~ will take home for ~~his/her~~ **their** own possession and use, such as wood shop, art, or sewing projects.

6. Reimbursement **to the district** for the direct cost of materials **provided by the district to a student for the fabrication of nonperishable personal property the student used by students to fabricate property they** will take home for ~~his/her~~ **their** own possession and use, such as wood shop, art, or sewing projects kept by ~~the students~~ (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, **the district provides a waiver based on financial need, and an** ~~exemptions are~~ **is** made for ~~indigent and disabled~~ **students any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education** (Education Code 39807.5)

*(cf. 3250 - Transportation Fees)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)
10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

*(cf. 0440 - District Technology Plan)*

*(cf. 6163.4 - Student Use of Technology)*

**FEES AND CHARGES** (continued)

11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

*(cf. 6142.4 - Service Learning/Community Service Classes)*

12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

*(cf. 3514.1 - Hazardous Substances)*

*(cf. 5142 - Safety)*

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

*(cf. 5125 - Student Records)*

14. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

*(cf. 1340 - Access to District Records)*

*(cf. 5020 - Parent Rights and Responsibilities)*

15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3551 - Food Service Operations/Cafeteria Funds)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 3554 - Other Food Sales)*

16. ~~As allowed in~~ **In accordance with** law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that ~~he/she~~ **the student** fails to return (Education Code 19910-19911, 48904)

*(cf. 3515.4 - Recovery for Property Loss or Damage)*

**FEES AND CHARGES (continued)**

17. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

**(cf. 5111.1 - District Residency)**

*(cf. 5111.2 - Nonresident Foreign Students)*

18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

*(cf. 6200 - Adult Education)*

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is **exempted from fees by law for severely disabled children and the student is eligible to enroll in it** (Education Code 8239, 8250, 8263)

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

Note: Pursuant to Education Code 8422 and 8482.6, as amended by AB 2615 (Ch. 470, Statutes of 2016), districts are permitted to charge family fees for participation in After School Education and Safety (ASES) programs, 21st Century Community Learning Centers (21st CCLC), and 21st Century High School After School Safety and Enrichment for Teens programs, as long as fees are waived or reduced for families with students who are eligible for free or reduced-price meals. In regard to ASES and 21st CCLC, commencing July 1, 2017, no fees may be charged if the district knows the student is a homeless youth or in foster care.

20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

Note: In Fiscal Management Advisory **12-02, the 17-01**, CDE lists Advanced Placement and International Baccalaureate examination fees as permissible. Some districts choose to reduce the cost of the fees for low-income students through the use of district funds or other funding sources; see BP 6141.4 - International Baccalaureate Program and BP 6141.5 - Advanced Placement.



**FEES AND CHARGES (continued)**

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

*(cf. 6141.4 - International Baccalaureate Program)*

*(cf. 6141.5 - Advanced Placement)*

Note: In its **Addendum to Fiscal Management Advisory 12-02 issued in October 2013**, the CDE clarifies **17-01, CDE advises** that a district that requires its students to wear a cap and gown as a condition for their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor.

**Collection of Debt**

**Note: Education Code 49014 (the Public School Fair Debt Collection Act), as added by AB 1974 (Ch. 577, Statutes of 2018), establishes requirements for districts to follow when seeking to recover a debt owed by students and/or parents/guardians, including a requirement to provide the parent/guardian with an itemized invoice that references the district's policies relating to debt collection and the rights established pursuant to Education Code 49014 and 49557.5 (unpaid meal fees). It is recommended that districts include references to this administrative regulation and the accompanying Board policy, as well as BP/AR 3551 - Food Service Operations/Cafeteria Fund. For additional rights established by Education Code 49014, including prohibitions against directly billing a student or former student or imposing any negative action on a student, see the accompanying Board policy.**

**Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)**

**The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)**

(4/14 3/17) 3/19

# CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3515.4(a)

## RECOVERY FOR PROPERTY LOSS OR DAMAGE

Note: The following optional policy may be modified to reflect district practice.

Pursuant to Education Code 48904, parents/guardians are liable **to the district** for the costs of damages caused by the willful misconduct of their minor children (1) that results in damage to school property, an employee's personal property, or injury or death of a district student, employee, or volunteer, and (2) for any reward paid by the district **for information leading to the identification and apprehension of persons who willfully damage or destroy property**; see section below entitled "Rewards." These amounts are adjusted annually for inflation by the Superintendent of Public Instruction. For ~~2018-2019~~, the liability of a parent/guardian must not exceed ~~\$19,600~~ **\$20,300** for damages and ~~\$19,600~~ **\$20,300** for the reward. For situations not addressed by the Education Code, Civil Code 1714.1 provides for parent/guardian liability for the willful misconduct of their minor child which results in injury, death, or property damage. The limit under this statute is adjusted every two years for cost-of-living by the Judicial Council of California and, effective July 1, 2017, parent/guardian liability must not exceed \$42,100.

Pursuant to Penal Code 640.5 and 640.6, an individual who has been found to have defaced district property with graffiti may be fined or ordered by a court to perform community service. Depending on the amount of damage, Penal Code 594 also specifies that an individual, or the parent/guardian of a minor, who has been convicted of vandalism may be ordered to clean up and repair the property and to keep the property free from graffiti for one year.

The following optional policy may be modified to reflect district practice.

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. ~~To discourage such acts, When~~ **district property is damaged due to the willful misconduct of a student or other person,** the district shall seek reimbursement of damages, within the limitations specified in law, ~~from any individual, or from the parent/guardian of any a minor child or from any other responsible individual, who has committed theft or has willfully damaged district or employee property.~~

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3515 - Campus Security)*

*(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)*

*(cf. 4158/4258/4358 - Employee Security)*

~~*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*~~

*(cf. 5131 - Conduct)*

*(cf. 5131.5 - Vandalism and Graffiti)*

*(cf. 5136 - Gangs)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

Note: Pursuant to Education Code 49014, as added by AB 1974 (Ch. 577, Statutes of 2018), the district may collect debt owed to the school by a student who willfully cuts, defaces, or otherwise injures district property or fails to return property that was loaned by the district, unless the student is a current or former homeless student or foster youth.

## RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured. However, this policy shall not apply to a student who is a current or former homeless or foster child or youth. (Education Code 48904, 49014)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

### Rewards

Note: ~~The following section is optional. Government Code 53069.5 authorizes the Governing Board to offer rewards for information leading to the identification and apprehension of persons who willfully damage or destroy property.~~

~~When district or law enforcement officials have not been able to identify the person(s) responsible for the theft or vandalism of district property, the Board may authorize a reward for the identification and apprehension of the responsible person(s).~~ **The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)**

Note: The **Governing** Board may set any amount for the reward it deems to be appropriate. ~~How~~ever, as detailed above, Education Code 48904 specifies a limit on the amount of parent/guardian liability for repayment of the reward.

Option 1 below allows the Superintendent or designee to offer a reward up to \$2,500 without Board approval. Option 2 provides that the Board will determine the amount of any reward offered. Both options may be revised, including the specified reward amount, to reflect district practice.

The Board authorizes the Superintendent or designee to offer a reward in any amount ~~he/she~~ **deems deemed** appropriate, not exceeding \$2,500. A reward in excess of \$2,500 shall be authorized in advance by the Board.

Note: The following paragraph applies to all districts.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. **If more than one person provides information, the reward shall be divided among them as appropriate.**

*Legal Reference: (see next page)*

**RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)**

*Legal Reference:*

EDUCATION CODE

19910 Libraries, malicious cutting, tearing, defacing, breaking or injuring

19911 Libraries, willful detention of property

44810 Willful interference with classroom conduct

48904 Liability of parent/guardian for willful misconduct

**49014 Public School Fair Debt Collection Act**

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

GOVERNMENT CODE

53069.5 Reward for information concerning person causing death, injury, or property damage

53069.6 Actions to recover damages

54951 Local agency, definition

PENAL CODE

484 Theft defined

**594 Vandalism**

594.1 Aerosol paint and etching cream

640.5 Graffiti; facilities or vehicles of governmental entity

640.6 Graffiti

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Judicial Council of California: <http://www.courts.ca.gov>

# CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3515.4(a)

## RECOVERY FOR PROPERTY LOSS OR DAMAGE

Note: The following administrative regulation is **optional** and should be modified to reflect district practice.

### Reports by Staff

District employees shall report any damage to or loss of school property to the **principal Superintendent** or designee immediately after such damage or loss is discovered. ~~In those instances in which insurance reimbursement may be involved, the principal or designee shall contact the appropriate district official.~~

*(cf. 3530 - Risk Management/Insurance)*  
*(cf. 5131.5 - Vandalism and Graffiti)*

### Investigation

Note: Certain acts of graffiti or vandalism may trigger the need for an investigation pursuant to the district's sexual harassment or nondiscrimination grievance procedures (e.g., graffiti that is sexual in nature or disparaging to a class of individuals protected by the district's nondiscrimination policies). See BP 5131.5 - Vandalism and Graffiti.

The Superintendent or designee shall conduct a complete investigation of any instance of damage to or loss of school property and shall consult law enforcement officials when appropriate. ~~If it is determined that the damage has been committed by any district student, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.~~

*(cf. 3515.3 - District Police/Security Department)*  
~~*(cf. 5131 - Conduct)*~~  
~~*(cf. 5144 - Discipline)*~~  
~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~  
~~*(cf. 5145.3 - Nondiscrimination/Harassment)*~~  
~~*(cf. 5145.7 - Sexual Harassment)*~~  
~~*(cf. 5145.9 - Hate Motivated Behavior)*~~

### Recovery of Damages

When the individual causing the damage or loss has been identified and the costs of repair, replacement, or cleanup determined, the Superintendent or designee shall take all practical and reasonable steps to recover the district's costs and shall consult with the district's legal counsel and/or insurance **administrator-carrier**, as appropriate.

**RECOVERY FOR PROPERTY LOSS OR DAMAGE** (continued)

Such steps may include the filing of a civil complaint in a court of competent jurisdiction to recover damages from the responsible person and, if the responsible person is a minor, from ~~his/her~~ **the** parent/guardian in accordance with law. Damages may include the cost of repair or replacement of the property, the payment of any reward, interest, court costs, and all other damages as provided by law.

**Note: If a student's parents/guardians are unable to pay the damages, Education Code 48904 requires the district to offer an option for the student to provide work in lieu of payment. Pursuant to Education Code 49014, as added by AB 1974 (Ch. 577, Statutes of 2018), a district may offer any student or former student alternative, nonmonetary means to settle debt owed as a result of damage or loss of district property, regardless of the parents/guardians' ability to pay. However, the district is prohibited from collecting debt from a current or former homeless student or foster youth, and therefore cannot offer or require such a student to work or provide an alternative form of compensation.**

**If the responsible person is a minor student of the district and the student's parents/guardians are unable to pay for the damages or to return the property, the district shall offer a program of voluntary work for the student in lieu of the payment of monetary damages. The district may offer any other student or former student, with parent/guardian permission, the option to provide service, work, or other alternative, nonmonetary forms of compensation to settle the debt owed as a result of property loss or damage. Service or work exchanged for repayment of a debt shall comply with all provisions of the Labor Code related to youth employment. (Education Code 48904, 49014)**

**The Superintendent or designee may withhold the student's grades, diploma, and/or transcripts until the student's parents/guardians have paid for the damages or the voluntary work has been completed. Prior to withholding a student's grades, diploma, or transcripts, due process shall be afforded the student in accordance with law. (Education Code 48904)**

***(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)***

**~~If it is determined that the damage has been committed by any district student,~~ In addition, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.**

***(cf. 5131 - Conduct)***

***(cf. 5144 - Discipline)***

***(cf. 5144.1 - Suspension and Expulsion/Due Process)***

***(cf. 5145.3 - Nondiscrimination/Harassment)***

***(cf. 5145.7 - Sexual Harassment)***

***(cf. 5145.9 - Hate-Motivated Behavior)***

**RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)**

**Payment of Reward**

When authorized according to Board policy, the Superintendent or designee shall pay the a reward to the party who provides information sufficient to identify and apprehend the person(s) subsequently determined to be responsible for the damage or loss. If more than one person provides information, the reward shall be divided among them as appropriate.

(10/97 7/09) 3/19

# CSBA Sample Board Policy

All Personnel

BP 4030(a)

## NONDISCRIMINATION IN EMPLOYMENT

Note: The following Board policy and accompanying administrative regulation are **mandated** pursuant to Government Code 11138 and 2 CCR 11023, ~~as added by Register 2015, No. 50.~~ The California Fair Employment and Housing Act (FEHA) (Government Code 12900-12996) prohibits ~~employers~~ **districts and district employees** from **harassing or** discriminating against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, **pregnancy**, physical or mental disability, medical condition, genetic information, **military and veteran status**, sex, sexual orientation, gender, gender identity, ~~or gender expression,~~ religious creed, physical or mental disability, medical condition, marital status, or genetic information. Pursuant to 2 CCR 11009, as amended by Register 2015, No. 50, these same protections apply to unpaid interns and volunteers. Consequently, the district is required to also notify unpaid interns and volunteers about these protections. For more information about volunteers, see BP/AR 1240 - Volunteer Assistance. **Pursuant to Government Code 12940, these protections apply to employees, job applicants, persons who serves in an unpaid internship or other limited-duration program to gain unpaid work experience, volunteers, and independent contractors.**

The same or similar protections are available to employees and job applicants under various provisions of federal law, including Title VI of the Civil Rights Act of 1964 (42 USC 2000d-2000d-7), Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), the Americans with Disabilities Act (42 USC 12101-12213), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and the Genetic Information Nondiscrimination Act (42 USC 2000ff-2000ff-11).

For policy addressing sexual harassment of and by employees, see BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

The Governing Board is determined to provide ~~district employees, interns, volunteers, and job applicants~~ a safe, positive environment where **they all district employees** are assured of full and equal employment access and opportunities, protection from harassment ~~of~~ **and** intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. **For purposes of this policy, employees include** ~~This policy shall apply to all district employees and, to the extent required by law, to job applicants, interns, volunteers, and job applicants~~ **and persons who contracted with the district to provide services, as applicable.**

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 4111/4211/4311 - Recruitment and Selection)*

**Note: 2 CCR 11027.1, as added by Register 2018, No. 20, provides a definition of "national origin" for the purpose of implementing state nondiscrimination laws.**

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, ~~religious creed,~~ color,



**NONDISCRIMINATION IN EMPLOYMENT** (continued)

ancestry, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, sex, or sexual orientation or his/her association with a person or group with one or more of these actual or perceived characteristics.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

**Note: 2 CCR 11028, as amended by Register 2018, No. 20, prohibits inquiry into an employee's immigration status or discrimination on the basis of such status, unless the district provides clear and convincing evidence that it is required to do so in order to comply with federal immigration law. Districts should consult legal counsel as necessary.**

**The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)**

Note: The following paragraph items illustrates unlawful discriminatory practices as specified in Government Code 12940. Pursuant to Labor Code 1197.5, an employer is prohibited from paying an employee at wage rates less than the rates paid to employees of the opposite sex for work requiring equal skill, effort, and responsibility and performed under similar conditions, except when the payment is based on some other bona fide factor such as education, training, or experience. In addition, Labor Code 1197.5, as amended by SB 1063 (Ch. 866, Statutes of 2016), prohibits the payment of different wage rates to employees for similar work based on sex, race, or ethnicity and prohibits the use of prior salary history by itself to justify any disparity in compensation under the bona fide factor exception.

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

*(cf. 4151/4251/4351 - Employee Compensation)*  
*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

*(cf. 4151/4251/4351 - Employee Compensation)*  
*(cf. 4154/4254/4354 - Health and Welfare Benefits)*

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

Note: Item #4 below addresses the numerous-specific practices prohibited under Government Code 12940 or 2 CCR 11006-11086 in relation to certain protected categories. For example, because "sex" as defined in Government Code 12926 includes pregnancy, childbirth, breastfeeding, or related medical conditions, any of these conditions may be the basis for an employee's sex discrimination claim. As the specific prohibitions are too numerous to list in policy, it is recommended that district legal counsel be consulted when questions arise as to any specific claim.

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
- a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

*(cf. 4033 - Lactation Accommodation)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

- b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement;

***(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)***

- c. ~~Disability discrimination based on a district rR~~Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*

- d. ~~Disability discrimination based on the district's fF~~Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee; **who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee** for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

*(cf. 4032 - Reasonable Accommodation)*

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

Note: Retaliation against complainants or other participants in the grievance procedures is prohibited by Government Code 12940 and 34 CFR 110.34. In addition to the general prohibition against retaliation, Government Code 12940 provides that an employee who requests accommodation for ~~his/her~~ a physical or mental disability or religious belief is protected from retaliation as specified below. CSBA recommends that this protection be extended to all protected characteristics, **as provided below**, and has modified the policy accordingly. In *Thompson v. North American Stainless LP*, the U.S. Supreme Court held that a third party may file an anti-retaliation suit.

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; **2 CCR 11028**)

Note: Pursuant to Government Code 12964.5, as added by SB 1300 (Ch. 955, Statutes of 2018), the district is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or similar document that would deny the employee the right to disclose information about unlawful acts in the workplace or requiring an employee to release the right to file a claim or civil action against the district.

**No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)**

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Note: Pursuant to 2 CCR 11019, in certain instances, an employee's (especially a supervisor's) knowledge or notice of prohibited conduct of another employee or individual may subject the district to liability. Therefore, it is recommended that the district require its employees with knowledge of harassment or discrimination to report the incident to the appropriate district authorities. In addition, Government Code 12940, **as amended by SB 1300**, provides that ~~an employer a district~~ may be responsible for ~~the sexual~~ harassment of employees by nonemployees where the ~~employer district~~ knows or should have known of the conduct and failed to take immediate and corrective action, **taking into consideration the extent of the district's control and other legal responsibility that the district may have with respect to the conduct of those nonemployees.** Also sSee BP/AR 4119.11/4219.11/4319.11 - Sexual Harassment.

See the accompanying administrative regulation for requirements related to the identification of the employee who will be responsible for compliance with the nondiscrimination laws.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, **including harassment of an employee by a**

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

**nonemployee**, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

Note: Government Code 12940 **and 2 CCR 11023** requires districts to take all reasonable steps, including training, to prevent prohibited discrimination and harassment, **including, but not limited to, dissemination of the district's policy on the prevention of harassment, discrimination, and retaliation.** In addition, 2 CCR 11023, as added by Register 2015, No. 15, imposes an affirmative duty on the district to create a workplace environment that is free from all prohibited practices. **In addition, Government Code 12950 requires districts to post, in prominent and accessible locations on district premises, posters developed by the California Department of Fair Employment and Housing (DFEH), which are available on DFEH's web site. For further information on prevention strategies,** For details of such measures, see the accompanying administrative regulation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. ~~He/she shall provide,~~ **including providing** training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

~~In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.~~

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*Legal Reference: (see next page)*

## NONDISCRIMINATION IN EMPLOYMENT (continued)

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act, **especially:**

**12940-12952 Unlawful employment practices**

**12960-12976 Unlawful employment practices; complaints**

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11006-11086 Discrimination in employment, **especially:**

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

**11027-11028 National origin and ancestry discrimination**

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shepard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

## NONDISCRIMINATION IN EMPLOYMENT (continued)

### *Management Resources:*

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

Transgender Rights in the Workplace

Workplace Harassment Guide for California Employers

Your Rights and Obligations as a Pregnant Employee

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

EEOC Compliance Manual

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

(5/16 12/16) 3/19

# CSBA Sample Administrative Regulation

All Personnel

AR 4030(a)

## NONDISCRIMINATION IN EMPLOYMENT

Note: Pursuant to Government Code 11138 and 2 CCR 11023, ~~as added by Register 2015, No. 50,~~ districts are **mandated** to adopt rules and regulations to ensure that district programs and activities are free from unlawful discriminatory practices. Pursuant to ~~2 CCR 11009, as amended by Register 2015, No. 50, it is unlawful to discriminate against~~ **Government Code 12940, protections against discrimination apply to employees, job applicants, any person persons** who serves in an unpaid internship or other limited-duration program to gain unpaid work experience, **volunteers, and independent contractors** ~~on any basis protected by Government Code 12940.~~

All allegations of discrimination in employment, including those involving an **employee, job applicant, intern, volunteer, or job applicant person contracted to provide services to the district** shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 1240 - Volunteer Assistance)*

*(cf. 3312 - Contracts)*

*(cf. 3600 - Consultants)*

*(cf. 4032 - Reasonable Accommodation)*

Note: Many nondiscrimination laws and regulations require identification of an employee who will be responsible for compliance with the nondiscrimination laws. For example, pursuant to 34 CFR 104.7, 106.8, and 110.25, the district is required to designate the person(s) responsible for the overall implementation of the requirements of federal laws which prohibit discrimination on the basis of disability, sex, and age, i.e., Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681-1688), and the Age Discrimination in Employment Act (29 USC 621-634). The district should fill in the blanks below to designate the responsible employee and **his/her** contact information.

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Superintendent  
(title or position)  
River Delta USD District Office  
(unit or office)  
445 Montezuma Street, Rio Vista, CA 94571  
(address)  
(707) 374-1700  
(telephone number)  
Superintendent@rdusd.org  
(email)

## NONDISCRIMINATION IN EMPLOYMENT (continued)

### Measures to Prevent Discrimination

Note: Pursuant to Government Code 12940 and 2 CCR 11023, ~~as added by Register 2015, No. 50,~~ the district is required to take all reasonable steps to prevent unlawful discrimination and harassment. 2 CCR 11023, ~~as added,~~ specifies certain requirements to be included in the district's policy. The following section reflects the requirements of 2 CCR 11023 and other applicable laws or regulations, as indicated.

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

Note: Pursuant to Government Code 12950, districts are required to post the California Department of Fair Employment and Housing's (DFEH) posters entitled California Law Prohibits Workplace Discrimination and Harassment and Transgender Rights in the Workplace, as provided in item #1. DFEH rules require that these materials be posted electronically and in every location where the district has employees (e.g., district office, hiring office, each school site). These posters and the rules for posting are available on the DFEH web site.

In addition, 2 CCR 11049 requires posting a notice of the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

- 1. Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment and the rights of transgender employees (Government Code 12950)**

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

- 1.2.** Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)
  - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
  - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
  - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*



**NONDISCRIMINATION IN EMPLOYMENT** (continued)

- 2.3.** Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)
- a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
  - b. Sending the policy via email with an acknowledgment return form
  - c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
  - d. Discussing the policy with employees upon hire and/or during a new hire orientation session
  - e. Any other way that ensures employees receive and understand the policy

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

- 3.4.** Provide to employees a handbook **that which** contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to **anyone who feels that he/she has employees who believe they have** been the victim of any discriminatory or harassing behavior

**Note: Item #5 below provides for training regarding the district's discrimination policy and reporting procedures. For requirements specifically pertaining to sexual harassment training, see AR 4119.11/4219.11/4319.11 - Sexual Harassment. Pursuant to Government Code 12950.1, if the district has 50 or more employees, it must provide at least two hours of staff development regarding sexual harassment to all supervisory employees within six months of their assumption of a supervisory position and once every two years thereafter. As amended by SB 1343 (Ch. 956, Statutes of 2018), Government Code 12950.1 requires any district that has five or more employees to provide at least two hours of sexual harassment training to supervisory employees and at least one hour of sexual harassment training to all nonsupervisory employees by January 1, 2020 and once every two years thereafter.**

- 4.5.** Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

**Note: Pursuant to 2 CCR 11023, as added by Register 2015, No. 50, if the district has 50 or more employees, its sexual harassment prevention training must include instruction for its supervisors as specified in the following paragraph**

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

~~Training for supervisors shall include the requirement to report any complaint of misconduct to a designated representative, such as the coordinator, human resources manager, or Superintendent or designee as a topic in the sexual harassment prevention training required pursuant to 2 CCR 11024. (2 CCR 11023)~~

**Note:** Pursuant to Government Code 12950.2, as added by SB 1300 (Ch. 955, Statutes of 2018), districts are authorized, but not required, to provide bystander intervention training as provided below.

**The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and motivates them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)**

~~(cf. 1240 - Volunteer Assistance)~~

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

**Complaint Procedure**

**Note:** 2 CCR 11023, as added by Register 2015, No. 50, mandates that a district's policy include a complaint process with specified requirements. Some of the requirements of 2 CCR 11023 are similar to those required under existing case law.

Courts have held that an employer may mitigate liability for hostile environment employment discrimination when (1) the employer took reasonable care to prevent and promptly correct the discriminatory or harassing conduct (i.e., provided a complaint procedure) and (2) the aggrieved employee unreasonably failed to take advantage of corrective opportunities offered by the employer (i.e., failure to file a complaint). In its June 1999 Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, the Equal Employment Opportunity Commission (EEOC) outlines the elements of an effective complaint procedure to include (1) a clear explanation of the process; (2) protection against retaliation; (3) designation of multiple individuals authorized to receive complaints; (4) a mechanism for prompt, thorough, and impartial investigation; (5) assurance of immediate and appropriate corrective action; and (6) information about time frames for filing charges with the EEOC or the California Department of Fair Employment and Housing (DFEH).

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

While ~~the~~ EEOC's guidance recommends a "prompt" investigation, neither the law nor ~~the~~ EEOC delineates a specific time frame for resolution. ~~The~~ EEOC's guidance acknowledges that whether an investigation is considered "prompt" may vary depending on the seriousness and complexity of the circumstances and that intermediate measures may be necessary to prevent further harassment during the investigation.

The following section, including the listed timelines, is consistent with ~~the~~ EEOC's guidance and should be modified to reflect district practice.

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform ~~his/her~~ a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. **The employee's direct supervisor may be bypassed in filing a complaint where the supervisor is the subject of the complaint.**

The complainant may file a written complaint in accordance with this procedure, ~~or, if he/she is an employee, or~~ may first attempt to resolve the situation informally with ~~his/her~~ **the employee's** supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. ~~He/she~~ **The coordinator** shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

*(cf. 3580 - District Records)*

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

If the coordinator determines that a detailed fact-finding investigation is necessary, ~~he/she shall begin~~ the investigation **shall begin** immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out ~~his/her the~~ investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator **also** shall **also** determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of ~~his/her the~~ findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report **also** shall **also** include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. **The report shall be presented to the Superintendent or designee.**

~~The report~~ **A summary of the findings** shall be presented to the complainant, **and** the person accused, ~~and the Superintendent or designee.~~

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an

**NONDISCRIMINATION IN EMPLOYMENT** (continued)

appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

**Other Remedies**

Note: Items #1-3 below state the time limits within which employees must file their complaints. The EEOC's guidance states that it is important for employers' nondiscrimination policies to contain information about timeframes for filing charges of unlawful discrimination or harassment with the EEOC or DFEH. Employees should be informed that the deadline for filing charges starts to run from the last date of the unlawful act, not from the conclusion of the employer's district's complaint investigation. Pursuant to DFEH procedures, DFEH will automatically forward any complaint it has accepted for investigation to the EEOC when the matter falls within the EEOC's jurisdiction.

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

Note: Pursuant to Government Code 12960, an employee has one year to file a complaint with DFEH, although that period may be extended under certain circumstances, such as when a person obtains knowledge of the unlawful practice after the expiration of the one-year period.

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

Note: 42 USC 2000e-5 specifies that a person must file a discrimination complaint with the EEOC within 180 days of the alleged discriminatory act. Pursuant to 42 USC 2000e-5, the 180-day timeline for compensation discrimination starts when the discriminatory paycheck is received and that each discriminatory paycheck restarts the timeline for the filing of a complaint.

2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

(12/15 12/16) 3/19

# CSBA Sample Administrative Regulation

Certificated Personnel

AR 4161.1(a)  
4361.1

## PERSONAL ILLNESS/INJURY LEAVE

Note: The following administrative regulation is subject to collective bargaining. Education Code 44978 provides a minimum of 10 days of personal illness or injury leave (sick leave) per year for certificated employees working five days a week. The Governing Board may allow additional days at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days **or more** within a year of their employment, including temporary and substitute employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that **an employee** accrues at least 24 hours of sick leave or paid time off by the 120th calendar day of **his/her/their** employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and **only** district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation has been drafted to include the requirements of Labor Code 245-249. Any district **whose** **which has a** collective bargaining agreement **that** meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see the section titled "Healthy Workplaces, Healthy Families Act Requirements" below. For paid sick leave for temporary and substitute certificated employees, see BP/AR 4121 - Temporary/Substitute Personnel. For sick leave for classified employees, see AR 4261.1 - Personal Illness/Injury Leave.

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who **is are** entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if **he/she is they are** eligible. (Education Code 44978; Labor Code 245-249)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

### Use of Sick Leave

Note: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of ~~or~~ **and** in the course of employment; quarantine which results from contact **in the course of employment** with other persons having a contagious disease ~~during the employee's performance of his/her duties~~; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

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

3. Personal necessity (Education Code 44981)

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

Note: **Optional** item #4 below may be revised as desired to specify a different minimum increment for sick leave.

4. Medical and dental appointments, in increments of not less than one hour
5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

Note: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child, if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6, ~~as added by SB 63 (Ch. 686, Statutes of 2017)~~, extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

Note: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit them to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in items #7-8 below.

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in item #7 below, Labor Code 245.5 defines "family member" as an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or ~~his/her~~ **employee's** family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or ~~his/her~~ **the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave ~~he/she would that would be~~ accrued during six months at ~~his/her~~ **the employee's then** current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

Note: The following paragraph is **optional**.

An employee shall reimburse the district for any unearned sick leave used as of the date of ~~his/her~~ termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)



## PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: The following **optional** paragraph may be revised to reflect district practice.

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

Note: Pursuant to Education Code 44979-44980, a certificated employees **are is** entitled to have **his/her their** accumulated sick leave transferred with **him/her them** in the circumstances specified in the following **optional** paragraph.

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, **he/she the employee** may request that the district transfer **his/her any** accumulated sick leave to the new employer. (Education Code 44979, 44980)

### Additional Leave for Disabled Military Veterans

Note: Education Code 44978.2, as amended by SB 731 (Ch. 597, Statutes of 2017), provides that an employee who is a military veteran or a former or current member of the California National Guard or a federal reserve component is entitled to additional sick leave with pay for up to 10 days for the purpose of undergoing medical treatment for a qualifying military service-connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher). As amended, Education Code 44978.2 provides that credit for such leave begins on either the effective date of the employee's disability rating decision from the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later.

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time **he/she works worked**. (Education Code 44978.2)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of **his/her the** disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives **his/her the**

## PERSONAL ILLNESS/INJURY LEAVE (continued)

disability rating decision, **he/she the employee** shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

Note: Pursuant to Education Code 44978.2, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

### Notification of Absence

Note: The following **optional** section may be revised to reflect district practice.

An employee shall notify the district of **his/her the** need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which **he/she the employee** intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

*(cf. 4121 - Temporary/Substitute Personnel)*

### Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Note: Pursuant to Education Code 44977, **an employees who is are** absent **due to illness** for up to five months after exhausting all **his/her** available sick leave must receive **his/her their** regular salary minus the cost of a substitute. **Option 1 below reflects this requirement. However, Alternatively,** Education Code 44983 **provides that Education Code 44977 does not apply to those districts that allows districts to** adopt a rule that gives certificated employees 50 percent or more of their regular salary during the period of absence. **Option 2 below is for use by districts that choose to specify such a level of compensation; these districts are mandated to adopt a rule to this effect.** When an employee is absent for a **period of more than five months,**

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

~~or is absent for a~~ cause other than illness, Education Code 44977 and 44983 provide that the amount deducted from ~~his/her~~ **the employee's** salary shall be determined according to the rules and regulations adopted by the Board as long as such rules are not in conflict with State Board of Education regulations.

**Option 1 below is for use by districts that subtract the cost of a substitute from the absent employee's salary pursuant to Education Code 44977. Option 2 is mandated pursuant to Education Code 44983 for districts that choose to give certificated employees 50 percent or more of their regular salary during the period of absence, and may be revised to specify a percentage higher than 50 percent in accordance with district practice.**

If not covered in the district's bargaining agreement, the district may add provisions to this section reflecting salary deductions for employees absent longer than five months.

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent ~~from his/her duties~~ for an additional period of up to five school months, ~~the employee shall receive his/her~~ **the district shall deduct from the employee's** regular salary ~~minus for that period~~ the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

## PERSONAL ILLNESS/INJURY LEAVE (continued)

### Absence Beyond Five-Month Period/Reemployment List

Note: The following paragraph is required for districts that select Option 1 (i.e., differential pay) in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above and should be carefully considered by districts that select Option 2 (i.e., 50 percent pay). Education Code 44978.1 requires the establishment of a reemployment list for employees who are unable to resume their duties after the five-month period provided pursuant to Education Code 44977.

Although Education Code 44978.1 does not explicitly require a reemployment list for districts selecting Option 2, such districts should be aware that failure to establish a reemployment list may subject employees to termination following a five-month absence. Therefore, any district that selects Option 2 and currently maintains a reemployment list for employees who are absent beyond the five-month period, or that wishes to establish such a list, should consult legal counsel before changing its policy or practices.

If a certificated employee is not medically able to ~~resume his/her duties~~ **return to work** after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, ~~he/she~~ **the employee** shall be returned to employment in a position for which ~~he/she~~ **the employee** is credentialed and qualified. (Education Code 44978.1)

*(cf. 4116 - Probationary/Permanent Status)*

### Parental Leave

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period **of** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Note: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 44977.5 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

## PERSONAL ILLNESS/INJURY LEAVE (continued)

Note: Pursuant to Education Code 44977.5, the district is required to provide differential pay to a certificated employee ~~when he/she~~ **for up to 12 work weeks when the employee** has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, ~~for up to 12 work weeks.~~ **As amended by AB 2012 (Ch. 994, Statutes of 2018), Education Code 44977.5 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.**

Since Education Code 44977.5 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, ~~as added by SB 63 (Ch. 686, Statutes of 2017),~~ it is unclear whether such employees would be entitled to differential pay. Districts should consult legal counsel if they have questions regarding differential pay for such employees.

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay **of at least 50 percent of the employee's regular salary** for the remainder of the 12 work weeks. (Education Code 44977.5)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

### Verification Requirements

Note: Education Code 44978 **mandates** the Board to adopt regulations requiring proof of illness or injury and prescribing the means of verification. However, Education Code 44978 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. For verification requirements for employees on leave pursuant to the Family and Medical Leave Act, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. The following section should be modified to reflect district practice and any procedures which have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5, the paid sick leave law. Because the paid sick leave law is silent on requests for verification, and actually requires an employer to provide an employee with paid sick days upon oral or written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult legal counsel.

## PERSONAL ILLNESS/INJURY LEAVE (continued)

After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed district absence form to **his/her the employee's** immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on **the medical condition of the employee. The report shall include a statement as to** the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase **an** employee's **ss'** or **his/her their** family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and **shall** not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from **his/her a** physician stating that **he/she the employee** is able to return to duty and stipulating any necessary restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

## Healthy Workplaces, Healthy Families Act Requirements

Note: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this **new** law should consult its legal counsel.

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
  - a. That an employee is entitled to accrue, request, and use paid sick days
  - b. The **amount number** of sick days provided by Labor Code 245-249
  - c. The terms of use of paid sick days
  - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against **him/her the employee**
2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

*Legal Reference: (see next page)*

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

- 44964 *Power to grant leave of absence in case of illness, accident, or quarantine*
- 44965 *Granting of leaves of absence for pregnancy and childbirth*
- 44976 *Transfer of leave rights when school is transferred to another district*
- 44977 *Salary deduction during absence from duties up to five months after sick leave is exhausted*
- 44977.5 *Differential pay during parental leave up to 12 weeks after sick leave is exhausted*
- 44978 *Provisions for sick leave of certificated employees*
- 44978.1 *Inability to return to duty; placement in another position or on reemployment list*
- 44978.2 *Leave for military service connected disability*
- 44979 *Transfer of accumulated sick leave to another district*
- 44980 *Transfer of accumulated sick leave to a county office of education*
- 44981 *Leave of absence for personal necessity*
- 44983 *Exception to sick leave when district adopts specific rule*
- 44984 *Industrial accident or illness*
- 44986 *Leave of absence for disability allowance applicant*

GOVERNMENT CODE

- 12945.1-12945.2 *California Family Rights Act*
- 12945.6 *Parental leave*

LABOR CODE

- 220 *Sections inapplicable to public employees*
- 230 *Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off*
- 230.1 *Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off*
- 233 *Illness of child, parent, spouse or domestic partner*
- 234 *Absence control policy*
- 245-249 *Healthy Workplaces, Healthy Families Act of 2014*

CODE OF REGULATIONS, TITLE 5

- 5601 *Transfer of accumulated sick leave*

UNITED STATES CODE, TITLE 29

- 2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

- 2000ff-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

- 825.100-825.702 *Family and Medical Leave Act of 1993*
- 1635.1-1635.12 *Genetic Information Nondiscrimination Act of 2008*

COURT DECISIONS

- Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406*



# CSBA Sample Administrative Regulation

Classified Personnel

AR 4261.1(a)

## PERSONAL ILLNESS/INJURY LEAVE

Note: The following administrative regulation is subject to collective bargaining. Twelve days of paid personal illness or injury leave (sick leave) per year is the minimum prescribed by Education Code 45191 for classified employees employed five days a week in both merit and non-merit system districts. The Governing Board may allow more sick leave at its discretion; if it does so, the following paragraph should be revised accordingly.

Labor Code 245-249 (the Healthy Workplaces, Healthy Families Act) require districts to grant a minimum of one hour of paid sick leave for every 30 hours worked to their employees who work for 30 days within a year of their employment, including classified employees. Pursuant to Labor Code 246, a district may use a different sick leave accrual method which provides for the accrual to be on a regular basis so that **an** employees **accrues** at least 24 hours of sick leave or paid time off by the 120th calendar day of **his/her their** employment or each calendar year or 12-month period.

The provisions of Labor Code 245-249 are very broad and **only** district employees covered by a valid collective bargaining agreement may be exempted from them, if the collective bargaining agreement expressly provides paid sick leave in an amount equal to or exceeding the amount of leave required pursuant to Labor Code 246, includes final and binding arbitration of disputes regarding the application of the paid sick days provisions, and provides premium wage rates for all overtime hours worked and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate. Since many districts may not satisfy all of the conditions for this exemption, this administrative regulation reflects the requirements of Labor Code 245-249. Any district **whose which has a** collective bargaining agreement **that** meets all of the conditions for exemption may modify this administrative regulation accordingly.

For additional requirements of Labor Code 245-249, see sections titled "Short-Term and Substitute Employees" and "Healthy Workplaces, Healthy Families Act Requirements" below. For sick leave for certificated employees, see AR 4161.1/4361.1 - Personal Illness/Injury Leave.

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, **any** part-time employees **whose work hours are so few as to entitle him/her** **who are entitled** to less than 24 hours of paid sick leave per fiscal year **due to the amount of time worked** shall be granted sick leave pursuant to Labor Code 246, if **he/she is they are** eligible. (Education Code 45191; Labor Code 245-249)

*(cf. 4161/4261/4361 - Leaves)*

*(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

### Use of Sick Leave

Note: Items #1-8 below reflect allowable uses of sick leave specified in law. The district may expand this list to include any additional purposes authorized by law, authorized by the district, or included in a bargaining agreement.

A classified employee may use sick leave for absences due to:

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact **in the course of employment** with other persons having a contagious disease **during the employee's performance of his/her duties** (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

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

3. Personal necessity as specified in Education Code 45207

*(cf. 4161.2/4261.2/4361.2 - Personal Leaves)*

Note: **Optional** item #4 below may be revised to specify a different minimum increment.

4. Medical ~~or~~ **and** dental appointments, in increments of not less than one hour
5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

*(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

Note: Pursuant to the Family and Medical Leave Act (FMLA) (29 USC 2612) and California Family Rights Act (CFRA) (Government Code 12945.2), a district is required to grant leave to an eligible employee to bond with a child after the birth, adoption, or foster care placement of the child, if the district employs 50 or more employees within 75 miles of the worksite where the employee requesting the leave is employed. For this purpose, employees may, but are not required to, use sick leave for any otherwise unpaid FMLA or CFRA leave.

Government Code 12945.6, **as added by SB 63 (Ch. 686, Statutes of 2017)**, extends the right to parental leave to an eligible employee who is not covered by FMLA or CFRA when the district employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

For further information regarding parental leave, see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

Note: Pursuant to Labor Code 233, any district that provides sick leave to its employees is required to permit them to use sick leave, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the purposes specified in items #7-8 below.

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

For the purpose of using sick leave to attend to the health care needs of a family member, as specified in item #7 below, Labor Code 245.5 defines "family member" as an employee's spouse, registered domestic partner, child (biological, adopted, or foster child; stepchild; legal ward; or a child to whom the employee stands in loco parentis), parent (biological, adoptive, or foster parent; stepparent; legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling.

For additional information about leaves for victims of domestic violence, sexual assault, or stalking granted in accordance with item #8 below, see AR 4161.2/4261.2/4361.2 - Personal Leaves.

7. Need of the employee or **his/her the employee's** family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or **his/her the employee's** child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave ~~he/she would~~ **that would be** accrued during six months at **his/her the employee's then** current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, **or the proportionate amount to which the employee may be entitled,** until ~~he/she~~ **the first day of the month after the employee** has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

Note: The following paragraph is **optional**.

An employee shall reimburse the district for any unearned sick leave used as of the date of **his/her** termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

Note: Pursuant to Education Code 45202, a classified employees who is are terminated after at least one year of employment for any reason unrelated to discipline is are entitled to have his/her their accumulated sick leave transferred with him/her them in certain circumstances. The following paragraph, which provides for the notification of employees as a way to implement this provision, is optional and may revised to reflect district practice.

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she the employee may request that the district transfer his/her any accumulated sick leave to the new employer. (Education Code 45202)

**Additional Leave for Disabled Military Veterans**

Note: Education Code 45191.5, as amended by SB 731 (Ch. 597, Statutes of 2017), provides that an employee who is a military veteran or is a former or current member of the California National Guard or federal reserve component is entitled to additional sick leave with pay for up to 12 days for the purpose of undergoing medical treatment for a qualifying military service connected disability (i.e., an injury or disease that occurred during active duty or was made worse by active military service and that has a disability rating by the U.S. Department of Veterans Affairs of 30 percent or higher). As amended, Education Code 45191.5 provides that credit for such leave begins on the effective date of the employee's disability rating decision from the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later.

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time he/she works worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her the disability rating decision, he/she the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

Note: Pursuant to Education Code 45191.5, the district may require proof that a leave granted under this law is used for treatment of a military service-connected disability. The following paragraph may be revised to reflect district practice.

The Superintendent or designee may require verification, in accordance with the section “Verification Requirements” below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

**Notification of Absence**

Note: The following **optional** section may be revised to reflect district practice.

An employee shall notify the Superintendent or the designated manager or supervisor of **his/her** the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which **he/she** the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

**Continued Absence After Available Sick Leave Is Exhausted/Differential Pay**

Note: Pursuant to Education Code 45196, a district is authorized to pay any employees who has exhausted his/her paid leaves his/her salary minus the actual pay received by a substitute for the remainder of a five-month absence to which the employee is entitled. (Option 1 below). Alternatively, such an employee may be compensated at 50 percent or more of his/her salary for up to 100 working days, regardless of whether or not a substitute is hired. (Option 2 below). **districts may choose one of two methods for compensating classified employees who have exhausted their sick leave and continue to be absent due to illness or injury.**

**Option 1 below is for use by districts that subtract the actual cost of a substitute from the absent employee's salary for up to five months.** Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes. In California School Employees Association v. Tustin Unified School District, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

**Option 2 is mandated pursuant to Education Code 45196 for districts that annually credit regular classified employees with at least 100 working days of paid sick leave and, after they have exhausted all fully paid leaves, compensate them at 50 percent or more of their regular salary for the remainder of the 100 working days.** Option 2 may be revised to specify more than 100 working days and/or the level of compensation the district will pay an employee, if it chooses to pay more than 50 percent of the employee's salary.

Districts that maintain a catastrophic leave program for their classified employees should specify how the program will affect the differential leave pay to which the employee may be entitled.

**OPTION 1:**

~~Note: In 53 Ops.Cal.Atty.Gen. 111 (1970), the Attorney General clarified that a classified employee is entitled to a total period of five months, commencing with the first day of illness, during which the amount deducted from his/her salary may not exceed the sum which is actually paid a substitute. This five-month period runs concurrently with any other paid leave. After the employee has exhausted all paid leaves, he/she is entitled to differential pay for the balance of the five-month period.~~

~~In California School Employees Association v. Tustin Unified School District, the court ruled that a district could deduct from the absent employee's salary only the cost of an outside substitute employee, not the cost of existing classified employee(s) working additional hours to fill the position during the absence.~~

~~Pursuant to Education Code 45196, the amount paid to a substitute must be less than the absent employee's salary unless the Board has adopted a salary schedule for substitutes.~~

**A When a classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence and continues to be absent on account of illness or injury for a period of five months or less, the district shall deduct from the employee's regular salary for that period an amount that does not exceed the actual cost of a substitute to fill the position.** (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

## PERSONAL ILLNESS/INJURY LEAVE (continued)

### Parental Leave

Note: The following section is subject to any conflicting provision in a collective bargaining agreement that provides greater parental leave rights.

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period **of** up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Note: Unlike leave taken pursuant to Government Code 12945.2, leave taken pursuant to Education Code 45196.1 does not require an employee to have at least 1,250 hours of service with the district during the previous 12-month period in order to be eligible for parental leave. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for further information on requirements related to the California Family Rights Act.

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

Note: Pursuant to Education Code 45196.1, the district is required to provide differential pay to a classified employee **for up to 12 work weeks when the employee** ~~when he/she~~ has exhausted all available sick leave, including accumulated sick leave, and continues to be absent due to parental leave pursuant to Government Code 12945.2. Such an employee is entitled to receive differential pay, calculated in the same manner described in Option 1 or 2 in the section "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" above, ~~for up to 12 work weeks.~~ **As amended by AB 2012 (Ch. 994, Statutes of 2018), Education Code 45196.1 requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave. The following paragraph may be revised to specify a percentage higher than 50 percent in accordance with district practice.**

Since Education Code 45196.1 does not expressly require districts to provide differential pay to employees who are eligible for parental leave pursuant to Government Code 12945.6, ~~as added by SB 63 (Ch. 686, Statutes of 2017)~~, it is unclear whether such employees would be entitled to differential pay. Districts should consult legal counsel if they have questions regarding differential pay for such employees.

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay **of at least 50 percent of the employee's regular salary** for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

**Extension of Leave**

Note: Pursuant to Education Code 45195, the following extension of leave may be either paid or unpaid, and the Board may grant full pay for the full 18 months' allowable absence, if desired.

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

*(cf. 4216 - Probationary/Permanent Status)*

If the employee is still unable to **resume his/her duties** **return to work** after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes **medically able**, **to resume the duties of his/her position**, **he/she the employee** shall be offered reemployment in the first vacancy in the classification of **his/her the employee's** previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to **his/her** seniority. (Education Code 45195)

**Verification Requirements**

Note: Education Code 45191 **mandates** the Board to adopt regulations that require proof of illness or injury and prescribe the means of verification. However, Education Code 45191 provides that these regulations shall not discriminate against evidence of treatment and the need for treatment by the practice of a well-recognized religion. The following section should be modified to reflect district practice and any procedures that have been specified in bargaining agreements.

Labor Code 233 requires districts to allow their employees to use sick leave for the purposes specified in Labor Code 246.5, the paid sick leave law. Because the paid sick leave law is silent on requests for verification, and actually requires an employer to provide an employee with paid sick days upon oral or



**PERSONAL ILLNESS/INJURY LEAVE** (continued)

written request, districts should be cautious in requiring verification for sick leave used for the purposes specified in Labor Code 246.5 (items #7-8 in the section "Use of Sick Leave" above). Although a district is permitted to require verification from an employee who is a victim of domestic violence, sexual assault, or stalking, pursuant to Labor Code 230 and 230.1, a general insistence on verification could be deemed a violation of Labor Code 246.5. Any district with questions regarding its authority related to verification should consult legal counsel.

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to **his/her the employee's** immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Note: 42 USC 2000ff-1, the Genetic Information Nondiscrimination Act, and its implementing regulations, 29 CFR 1635.1-1635.12, specify that it is unlawful for a district to request, require, or purchase an employee's or **his/her** family member's individual genetic information except in complying with the medical certification requirements for family care and medical leave purposes or with the employee's prior written authorization. See AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave. Pursuant to 29 CFR 1635.9, any such information received by the district must be kept confidential as specified below.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from **his/her a** physician stating that **he/she the employee** is able to return to work and stipulating any **recommended necessary** restrictions or limitations.

*(cf. 4032 - Reasonable Accommodation)*

*(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

**Short-Term and Substitute Employees**

Note: Pursuant to Labor Code 245-249, the district is required to grant a minimum of one hour of paid sick leave for every 30 hours worked by an employee who works for 30 days within a year of his/her employment. In implementing this requirement, Labor Code 246 permits the district to use any of the options specified below. Option 1 provides for paid leave accrual based on one hour for every 30 hours worked. Option 2 allows an accrual method that provides for a regular accrual basis and ensures that the employee receives 24 hours of paid sick leave by the 120th calendar day of his/her employment **or each calendar year or 12-month period**. Option 3 is for any district that credits employees with 24 hours **or three days** of paid sick leave at the beginning of each year and does not allow unused sick leave to carry over to the next year. In addition, pursuant to Labor Code 245.5, retired annuitants who have not reinstated to the applicable public retirement system are excluded from participation in these leave benefit provisions. The district should select the option below which corresponds to its approach under Labor Code 246.

See section below titled "Healthy Workplaces, Healthy Families Act Requirements" for additional requirements.

Except for a retired annuitant who is not reinstated to the retirement system, **any** short-term or substitute employees who works for 30 or more days within a year of his/her **their** employment shall be credited with 24 hours **or three days** of paid sick leave for that year. Unused sick leave shall not carry over to the following year of employment. (Labor Code 246)

Note: The following paragraph applies to all the above options.

## PERSONAL ILLNESS/INJURY LEAVE (continued)

Any s Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of his/her their employment, after which he/she they may use the sick days as they are accrued. (Labor Code 246)

Note: The following paragraph applies to all of the above options and reflects the intent of the Healthy Workplaces, Healthy Families Act to enable California workers to address their own and their family's health needs and to provide them with economic security when they need to take time off work for reasons of domestic violence, sexual assault, or stalking. The following paragraph may be revised to include additional reasons for which short-term or substitute employees may use sick leave, pursuant to district policy or practice. Pursuant to Labor Code 247.5, a district is not required to inquire into the purposes for which an employee uses paid leave.

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

### Healthy Workplaces, Healthy Families Act Requirements

Note: Pursuant to Labor Code 245-249, all employers, including those that provide paid time off to their employees under existing policy or other law, must comply with the requirements specified in the following section. Pursuant to Labor Code 248.5, noncompliance with the Healthy Workplaces, Healthy Families Act could result in an enforcement action against the employer, including the imposition of civil and monetary penalties. Any district with questions regarding the applicability of this new law should consult its legal counsel.

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
  - a. That an employee is entitled to accrue, request, and use paid sick days

**PERSONAL ILLNESS/INJURY LEAVE** (continued)

- b. The ~~amount~~ **number** of sick days provided by Labor Code 245-249
  - c. The terms of use of paid sick days
  - d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against ~~him/her~~ **the employee**
- 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
  - 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

- 4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

*Legal Reference: (see next page)*

**PERSONAL ILLNESS/INJURY LEAVE (continued)**

*Legal Reference:*

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

GOVERNMENT CODE

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.702 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

ATTORNEY GENERAL OPINIONS

53 Ops. Cal. Atty. Gen. 111 (1970)

# CSBA Sample Board Policy

Students

BP 5117(a)

## INTERDISTRICT ATTENDANCE

Note: The Education Code provides a number of options under which a district may enroll a student whose parent/guardian does not reside within district boundaries. Under an "interdistrict attendance permit" or "reciprocal agreement" pursuant to Education Code 46600-~~46611~~**46610**, a student may attend school in a different district when both the district of residence and the district of proposed attendance agree (Option 1 below). Alternatively, pursuant to Education Code 48300-48317, the Governing Board may declare the district to be a "school district of choice" willing to accept a specific number of interdistrict transfers into the district through a random selection process (Option 2 below). In order to maintain the integrity of the random selection process, it is recommended that a school district of choice not also accept transfers under the interdistrict attendance permit option except when extraordinary circumstances exist, as provided in Option 2 below. Districts that wish to use both sources of authority should consult legal counsel.

In addition, pursuant to Education Code 48204, a district may authorize a student whose parent/guardian is employed within district boundaries to attend a school in the district (Allen bill transfer); see AR 5111.1 - District Residency. ~~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, pursuant to Education Code 48350-48361; see BP/AR 5118 - Open Enrollment Act Transfers.~~

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

*(cf. 5111.1 - District Residency)*

*(cf. 5116.1 - Intradistrict Open Enrollment)*

*(cf. ~~5118 - Open Enrollment Act Transfers~~)*

### Interdistrict Attendance **Agreements and Permits**

Note: The following section is for use by districts that have entered into an agreement with one or more other districts to accept **student** transfers through interdistrict attendance permits pursuant to Education Code 46600-~~46611~~ **46610**. Districts selecting this option should also select Option 1 in the accompanying administrative regulation.

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

Note: Education Code 46600 requires that the interdistrict attendance agreement specify the terms and conditions under which individual permits may be granted or denied. In addition, pursuant to Education Code 46600, students who have been granted an interdistrict attendance permit must be allowed to continue to attend the school without having to reapply unless the agreement between the two districts contains specific agreed-upon standards for reapplication; see the accompanying administrative regulation. Districts also may include in the agreement their agreed-upon standards for revocation of students' interdistrict attendance. Examples of conditions that may result in revocation include falsification of information stated on the permit application, unsatisfactory attendance, continual disruption, or poor academic achievement.

**INTERDISTRICT ATTENDANCE (continued)**

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Note: Pursuant to Education Code 46600, it is the responsibility of the ~~attendance supervisor~~ **superintendent or designee** of the district of residence, subject to board policies of the district of residence and terms of the agreement, to issue an individual permit verifying the district's approval of an interdistrict transfer out of the district. The permit shall become valid when endorsed by the board's designee in the district of proposed ~~attendance enrollment~~.

**See the accompanying administrative regulation for procedures to follow when the permit is denied.**

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

BP 5117(c)

## INTERDISTRICT ATTENDANCE (continued)

BP 5117(d)

### Transportation

Note: The following **optional** section is for use by all districts and should be revised to reflect district practice. Districts are not required to provide transportation or transportation assistance to students admitted

BP 5117(e)

## INTERDISTRICT ATTENDANCE (continued)

under an interdistrict attendance permit pursuant to Education Code 46600-~~46611~~ **46610**. Pursuant to Education Code 48311, a school district of choice is authorized, but not required, to provide transportation assistance to the extent that the district otherwise provides transportation assistance to students.

The district shall not provide transportation beyond any school attendance area. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for an interdistrict transfer student to and from designated bus stops within the attendance area of the school that the student attends if space is available.

#### *Legal Reference:*

##### EDUCATION CODE

41020 Annual district audits

46600-~~46611~~ **46610** Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48317 Student attendance alternatives, school district of choice program

~~48350-48361 Open Enrollment Act~~

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

**48985 Notices to parents in language other than English**

52317 Regional occupational center/program, enrollment of students, interdistrict attendance

##### CALIFORNIA CONSTITUTION

Article I, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

##### ATTORNEY GENERAL OPINIONS

87 *Ops. Cal. Atty. Gen.* 132 (2004)

84 *Ops. Cal. Atty. Gen.* 198 (2001)



COURT DECISIONS

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4th 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

*Management Resources:*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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**Policy Reference UPDATE Service**

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# CSBA Sample Administrative Regulation

Students

AR 5117(a)

## INTERDISTRICT ATTENDANCE

### OPTION 1: Interdistrict Attendance **Agreements and Permits**

Note: The following option is for use by districts that have entered into an agreement with one or more other school districts to accept transfers through the "interdistrict attendance permit" or "reciprocal agreement" process pursuant to Education Code 46600-~~46611~~ **46610**. (See Option 1 in the accompanying Board policy.) In 87 Ops.Cal.Atty.Gen. 132 (2004), the Attorney General opined that districts could not charge students a fee for processing applications for interdistrict attendance.

In accordance with an agreement between the Governing Board and the board of another district, a permit authorizing a **student's attendance outside his/her district of residence student of either district to enroll in the other district** may be issued upon approval of both **districts** ~~the district of residence and the district of attendance~~.

**Note: Pursuant to Education Code 46600.2, as added by AB 2826 (Ch. 550, Statutes of 2018), districts are required to post on their web sites, in a manner accessible to the public without a password, the procedures and timelines regarding a request for an interdistrict transfer permit.**

**The district shall post on its web site the procedures and timelines for requesting an interdistrict transfer permit, including a link to BP 5117 - Interdistrict Attendance. The posted information shall include, but is not limited to: (Education Code 46600.1, 46600.2)**

- 1. The date upon which the district will begin accepting and processing interdistrict transfer requests for the following school year**
- 2. The reasons for which the district may approve or deny a request, and any information or documents that must be submitted as supporting evidence**
- 3. If applicable, the process and timelines by which a denial of a request may be appealed within the district before the district renders a final decision**
- 4. A statement that failure of a parent/guardian to meet any timelines established by the district shall be deemed an abandonment of the request**
- 5. Applicable timelines for processing a request, including the following statements:**
  - a. For an interdistrict transfer request received by the district 15 or fewer calendar days before the commencement of instruction in the school year for which the transfer is sought, the district will notify the parent/guardian of its final decision within 30 calendar days from the date the request was received.**

## INTERDISTRICT ATTENDANCE (continued)

- b.** For an interdistrict transfer request received by the district more than 15 days before the commencement of instruction in the school year for which the interdistrict transfer is sought, the district will notify the parent/guardian of its final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction in the school year for which transfer is sought.

- 6.** The conditions under which an existing interdistrict transfer permit may be revoked or rescinded

The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:

Note: Education Code 46600 requires districts to give priority for interdistrict attendance permits to a student who is a victim of an act of bullying, as provided below. For this purpose, Education Code 48900(r) defines bullying to include, but not be limited to, bullying committed by means of an electronic act directed specifically toward the student; see AR 5144.1 - Suspension and Expulsion/Due Process.

- ~~1.~~ **When the Priority for interdistrict attendance shall be given to a** student **who** has been determined by staff of either the district of residence or district of proposed attendance enrollment to be a victim of an act of bullying, as defined in Education Code 48900(r), **committed by a student of the district of residence.** ~~Such a student shall be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, shall be given consideration for the creation of a new permit.~~ (Education Code 46600)

*(cf. 5131.2 - Bullying)*

**In addition,** ~~The Superintendent or designee may approve an interdistrict attendance permit for a student for any of the following reasons when stipulated in the agreement:~~

Note: **Optional** items #~~2-12~~ **1-11** below should be revised and/or deleted to reflect district practice.

- 2.1.** To meet the child care needs of the student, ~~Such a student may be allowed to continue to attend district schools~~ only as long as ~~he/she continues to use a~~ **the student's** child care provider **remains** within district boundaries.

*(cf. 5148 - Child Care and Development)*

- 3.2.** To meet the student's special mental or physical health needs as certified by a physician, school psychologist, or other appropriate school personnel.

*(cf. 6159 - Individualized Education Program)*

**INTERDISTRICT ATTENDANCE (continued)**

- 4.3.** When the student has a sibling attending school in the receiving district, to avoid splitting the family's attendance;
- 5.4.** To allow the student to complete a school year when ~~his/her~~ **the student's** parents/guardians have moved out of the district during that year;
- 6.5.** To allow the student to remain with a class graduating that year from an elementary, middle, or senior high school;
- 7.6.** To allow a high school senior to attend the same school ~~he/she~~ attended as a junior, even if ~~his/her~~ **the student's** family moved out of the district during the junior year;
- 8.7.** When the parent/guardian provides written evidence that the family will be moving into the district in the immediate future and would like the student to start the **school** year in the district;
- 9.8.** When the student will be living out of the district for one year or less;
- 10.9.** When recommended by the school attendance review board or by county child welfare, probation, or social service agency staff in documented cases of serious home or community problems which make it inadvisable for the student to attend the school of residence;

*(cf. 5113.1 - Chronic Absence and Truancy)*

*(cf. 5113.12 - District School Attendance Review Board)*

- 11.10.** When there is valid interest in a particular educational program not offered in the district of residence;
- 12.11.** To provide a change in school environment for reasons of personal and social adjustment;

<p>Note: In 84 <u>Ops.Cal.Atty.Gen.</u> 198 (2001), the Attorney General opined that a lack of school facilities is a justifiable reason for denial of the interdistrict attendance permit request. However, according to the Attorney General, once the student is admitted, the district may not later deny the student continued attendance at a district school because of overcrowding. Although Attorney General opinions are not binding on the courts, they are generally afforded deference in the court when there is no specific statutory or case law to the contrary. The following paragraph is based on this Attorney General opinion.</p>
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The Superintendent or designee may deny initial requests for interdistrict attendance permits due to limited district resources, overcrowding of school facilities at the relevant grade level, or other considerations that are not arbitrary. However, once a student is admitted, the district ~~may~~ **shall** not deny ~~him/her~~ continued attendance because of overcrowded facilities at the relevant grade level.

**INTERDISTRICT ATTENDANCE (continued)***(cf. 0410 - Nondiscrimination in District Programs and Activities)*

**Note: Education Code 46600.2, as added by AB 2826, establishes the following timelines for notifying a student's parents/guardians of the district's final decision regarding the interdistrict transfer request.**

**If the transfer request is for a school year that begins within 15 calendar days of the receipt of the request, the Superintendent or designee shall notify the parent/guardian of the final decision within 30 calendar days of receiving the request. If the transfer request is for a school year that begins more than 15 calendar days after the receipt of the request, the parent/guardian shall be notified of the final decision as soon as possible, but no later than 14 calendar days after the commencement of instruction during that school year. (Education Code 46600.2)**

~~Note: Education Code 46601 requires that, within 30 days of a request for an interdistrict permit, parents/guardians whose permit application was denied must be informed about their right to appeal to the County Board of Education. This notice shall be provided by the district denying the request, or, in the absence of an agreement between the districts, by the district of residence. Education Code 46600.2, as added by AB 2826, requires a district that denies a request for an interdistrict transfer to give written notice to the parent/guardian of the right to appeal to the County Board of Education.~~

Pursuant to Education Code 46601, parents/guardians may submit their appeal **to the County Board** within 30 calendar days of the ~~failure or refusal to issue~~ **district's final denial of** the permit. The County Board then has 30 calendar days, unless extended by an additional five school days for good cause, to make its determination as to whether the student should be allowed to attend the district of **proposed enrollment and the applicable period of attendance** ~~his/her choice~~. However, ~~as amended by SB 344 (Ch. 461, Statutes of 2017),~~ Education Code 46601 allows a class 1 county (i.e., a county with a 1994-95 average daily attendance (ADA) of 500,000 or more for all districts in the county), **until July 1, 2023,** 60 calendar days to make its determination, ~~and a class 2 county (i.e., a county with a 1994-95 ADA of 180,000-499,999) 45 calendar days to make its determination.~~

Pursuant to Education Code 46602, if the County Board determines that the student should be permitted to attend the district of ~~his/her choice~~ **proposed enrollment**, the district shall admit the student without delay.

~~Within 30 calendar days of a request for an interdistrict permit,~~ **If a student's interdistrict transfer request is denied,** the Superintendent or designee shall, **in writing,** notify the parents/guardians of ~~a student who is denied interdistrict attendance regarding the process for their right to~~ **appeal to the County Board of Education as specified in Education Code 46601 within 30 calendar days from the date of the final denial.** (Education Code ~~46601~~ **46600.2-46601**)

*(cf. 5145.6 - Parental Notifications)*

**All notices to parents/guardians regarding the district's decision on any request for interdistrict transfer shall conform to the translation requirements of Education Code 48985, and may be provided by regular mail, electronic format if the parent/guardian provides an email address, or by any other method normally used to communicate with parents/guardians in writing. (Education Code 46600.2)**

**INTERDISTRICT ATTENDANCE (continued)**

Pending a decision by the two districts or ~~an appeal~~ by the County Board ~~on appeal~~, the Superintendent or designee may provisionally admit a student who resides in another district for a period not to exceed two school months, **provided the district is the district of proposed enrollment. If the decision has not been rendered by the conclusion of two school months and the districts or County Board is still operating within the prescribed timelines, the student shall not be allowed to continue attending the district school to which the student was provisionally admitted.** (Education Code 46603)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or ~~decisions~~ ~~rescissions~~ while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

*(cf. 5119 - Students Expelled from Other Districts)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

Note: Pursuant to Education Code 46600, once an interdistrict permit is granted and the student is enrolled in the new school, the district of enrollment (1) may not require the student to reapply; (2) must allow the student to continue to attend the school, unless the permit contains specific standards for reapplication; and (3) along with the district of residence, may not revoke the student's existing permit if he/she is entering grade 11 or 12. Therefore, even if an interdistrict attendance agreement between the two districts has expired, the student may be allowed to continue attending the school to which he/she has transferred, unless the agreement contains specific language requiring reapplication.

Once a student is admitted to a school on the basis of an interdistrict attendance permit, ~~he/she~~ ~~the student~~ shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school ~~in which he/she is enrolled~~ ~~of enrollment~~, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded ~~after June 30 following a student's completion of grade 10 or~~ for ~~any students~~ entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

**Transfers Out of the District**

Note: The following **optional** section is for use by all districts.

Pursuant to Education Code 48307, a district must not deny a student whose parent/guardian is in active military duty from transferring out of the district to any other district. In addition, Education Code 46600, as amended by AB 2659 (Ch. 186, Statutes of 2016), provides that a district must not prohibit the transfer of such a student out of the district to any other district that approves the transfer, regardless of whether or not an interdistrict transfer agreement exists or a permit is issued.

A student whose parent/guardian is in active military duty shall not be prohibited from transferring out of the district, provided the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

The district may limit transfers out of the district to a school district of choice under any of the following circumstances: (Education Code 48307)

Note: Even if a district has not designated itself as a school district of choice, it has the authority pursuant to Education Code 48307 to limit the number of students transferring out of the district into other districts that have designated themselves as school districts of choice. A district with an ADA of more than 50,000 may annually limit the number of such transfers to one percent of its current year estimated ADA. A district with an ADA of 50,000 or less may limit the number of such transfers to three percent of its current estimated ADA and may limit the maximum number of such transfers for the duration of the program to 10 percent of the ADA for that period. In Walnut Valley Unified School District v. Superior Court of Los Angeles County, the appellate court held that the 10 percent cap on outbound transfers "for the duration of the program" should be based on the district's ADA over the entire life of the district of choice program (i.e., from the program's inception in 1994 until the present day). The district may revise item #1 to reflect the applicable percentage in Education Code 48307 based on its ADA.

1. The number of student transfers out of the district to a school district of choice has reached the limit specified in Education Code 48307 based on the district's average daily attendance.

**INTERDISTRICT ATTENDANCE** (continued)

2. The County Superintendent of Schools has given the district a negative budget certification or has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice.

*(cf. 3100 - Budget)*

Note: Item #3 is **optional** and should be revised to reflect district practice. ~~As noted above in the section "Option 2: School District of Choice Program,"~~ Education Code 48307 authorizes the district to prohibit a transfer ~~in or~~ out of the district under the school district of choice program if the Board determines that the transfer would negatively impact a court-ordered desegregation plan, a voluntary desegregation plan, or the racial and ethnic balance of the district. ~~As amended by AB 99 (Ch. 15, Statutes of 2017),~~ Education Code 48307 provides that denial of transfers on the basis of a voluntary desegregation plan or the racial and ethnic balance of the district must be consistent with the constitutional provisions added by Proposition 209 in 1996 (California Constitution, Article 1, Section 31). It is recommended that districts consult legal counsel before adopting policy to allow denial of transfers on either of these bases.

3. The Board determines that the transfer would negatively impact any of the following: (Education Code 48307)
  - a. A court-ordered desegregation plan
  - b. A voluntary desegregation plan of the district, consistent with the California Constitution, Article 1, Section 31
  - c. The racial and ethnic balance of the district, consistent with the California Constitution, Article 1, Section 31

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# CSBA Sample Administrative Regulation

Students

AR 5125.2(a)

## WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS

Note: **In certain limited circumstances, state law permits districts to withhold student grades, diplomas, and/or transcripts.** Pursuant to Education Code 48904, ~~parents/guardians of any minor~~ **the district may withhold the grades, diploma, and/or transcripts of a student** who willfully cuts, defaces, or otherwise injures any real or personal property belonging to the district, or who **willfully** does not return district property that was loaned to the student, **until the damages are paid.** ~~are liable for paying damages to the district up to the amount specified in law and annually adjusted for inflation;~~ **For more information regarding limits of damages, as annually adjusted for inflation,** see BP/AR 3515.4 - Recovery for Property Loss or Damage. ~~Until the damages are paid, the district is authorized to withhold the grades, diploma, and/or transcripts of the student responsible for the damage.~~ **Pursuant to Education Code 49014, as added by AB 1974 (Ch. 577, Statutes of 2018), a current or former homeless or foster youth is exempted from the requirement to pay damages.**

**If a student's parents/guardians are unable to pay the damages, Education Code 48904 requires the district to offer an option for the student to provide work in lieu of payment. Pursuant to Education Code 49014, a district may offer any other student regardless of the ability to pay, other than a current or former homeless or foster youth, alternative, nonmonetary means to settle the debt owed as a result of damage or loss of district property. In such cases, the district may withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.**

Education Code 48904 **mandates** the Governing Board to establish procedures for withholding a student's grades, diploma, and/or transcripts until reparation is made.

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or **willfully** does not return district property that has been loaned to ~~him/her~~ **the student upon demand of a district employee,** the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages **or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages,** the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, **49014**)

*(cf. 3515.4 - Recovery for Property Loss or Damage)*  
*(cf. 5121 - Grades/Evaluation of Student Achievement)*  
*(cf. 5125 - Student Records)*  
*(cf. 5131.5 - Vandalism and Graffiti)*  
*(cf. 6161.2 - Damaged or Lost Instructional Materials)*

**This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)**

Before withholding ~~the a~~ student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

## WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS (continued)

*(cf. 5145.6 - Parental Notifications)*

Note: Education Code 48904 **mandates** that the district's procedures for withholding a student's grades, diploma, and/or transcripts conform to procedures established in the Education Code for student expulsion. For due process procedures related to student expulsion, see BP/AR 5144.1 - Suspension and Expulsion/Due Process.

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

~~If the student and parents/guardians are unable to pay for the damages or return the property, the Superintendent or designee shall provide a program of voluntary work for the student in lieu of monetary damages. Upon completion of the voluntary work, the student's grades, diploma, and/or transcripts shall be released. (Education Code 48904)~~

When a student who is transferring into the district has had **his/her** grades, **a** diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

*Legal Reference:*

EDUCATION CODE

48904 *Liability of parent*

48904.3 *Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold*

48911 *Suspension by principal, designee or superintendent*

**49014 *Public School Fair Debt Collection Act***

49069 *Absolute right to access*

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**Policy Reference UPDATE Service**

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# CSBA Sample Board Policy

Students

BP 5127(a)

## GRADUATION CEREMONIES AND ACTIVITIES

Note: The following **optional** policy is for use by any district that maintains a high school and should be modified to reflect district practice.

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

*(cf. 6011 - Academic Standards)*

*(cf. 6143 - Courses of Study)*

*(cf. 6146.1 - High School Graduation Requirements)*

*(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)*

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may **be allowed to** participate in graduation exercises without receiving **his/her a** diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

Note: **There are three high school equivalency tests that are approved by the State Board of Education for the purpose of receiving a California High School Equivalency Certificate: the General Educational Development Test (GED), the High School Equivalency Test, and the Test Assessing Secondary Completion. In addition, students age 16 or older may take the California High School Proficiency Examination (CHSPE) for the purpose of receiving a Certificate of Proficiency, which is equivalent to a high school diploma.** On its web site, the California Department of Education (CDE) indicates that a student's **successful completion of a high school equivalency test or the CHSPE is not equivalent to completing all coursework required for regular graduation from high school. General Educational Development (GED) Test results may not be used by the district to satisfy the minimum course requirements for graduation.** The following **optional** paragraph parallels this concept with regard to use of results of the GED and California High School Proficiency Examination for participation in graduation ceremonies **provides that students receiving such certificates are not eligible to participate in graduation ceremonies and may be revised to reflect district practice.**

High school students who have passed **a high school equivalency test or** the California High School Proficiency Examination **or the General Educational Development Test** must also meet district graduation requirements in order to participate in graduation ceremonies.

*(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)*

Note: School-sponsored and school-directed prayer at public high school graduation ceremonies has been ruled unconstitutional by both the U.S. Supreme Court (Lee v. Weisman) and the California Supreme Court (Sands v. Morongo Unified School District). However, the law is unclear as to whether student-led, student-

**GRADUATION CEREMONIES AND ACTIVITIES** (continued)

initiated prayer at graduation ceremonies is constitutional. In Cole v. Oroville Union High School District, the 9th Circuit Court of Appeals found that it would be unconstitutional for a district to allow a student to give a sectarian and proselytizing invocation at graduation. In that case, the district had developed a policy whereby students determined whether an invocation would be granted and, if so, would then select a fellow student to deliver it. The principal would then review the content of the student invocation for proselytizing messages. The court upheld the policy authorizing principal review, but did not rule on the underlying policy allowing the invocation **in the first place**. Some attorneys have argued that the U.S. Supreme Court's decision in Santa Fe Independent School District v. Doe, which found unconstitutional a district policy allowing student-led, student-initiated prayers at football games, would also apply to student-led, student-initiated prayer and invocations at graduation ceremonies. **In Workman v. Greenwood Community School Corporation, a federal district court in Indiana relied on the holdings in Lee and Santa Fe to grant a preliminary injunction prohibiting the district from permitting students to lead a prayer during the graduation ceremony even though the invocation was chosen through election by the senior class. The court reasoned that attendance at the graduation was functionally obligatory and the election was school sponsored. Because this issue has not been authoritatively resolved by the courts, it is strongly recommended that districts consult legal counsel prior to adopting policies or procedures allowing prayer at graduation. See also the U.S. Department of Education's Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools.**

~~Option 1 is for use by districts that prohibit prayer at graduation ceremonies. Option 2 is for use by those districts that allow a student initiated, student led prayer at graduation ceremonies. However, because the issue has not yet been authoritatively resolved by the courts, it is strongly recommended that districts selecting Option 2 consult legal counsel prior to the adoption of this policy and/or any other procedure allowing prayer at graduation ceremonies.~~

**~~OPTION 1:~~** Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

**~~OPTION 2:~~** ~~The school or district shall not direct invocations, prayers, or benedictions at graduation ceremonies.~~

*(cf. 1330 - Use of School Facilities)*

*(cf. 5145.2 - Freedom of Speech/Expression)*

**Honors and Awards**

Note: The following **optional** section may be modified to reflect district practice. Districts that choose to recognize students for outstanding academic performance should adopt procedures for selecting honorees and notifying students and their parents/guardians. Such rules, procedures, and criteria may be added to this section.

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

**GRADUATION CEREMONIES AND ACTIVITIES** (continued)

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

*(cf. 5126 - Awards for Achievement)*

**Conduct at Graduation Attire Ceremonies**

~~Note: The following section is optional. Graduation ceremonies are school-sponsored and/or school-related activities over which school boards have authority. Thus, the Governing Board may regulate student behavior at such events.~~

~~Any student participating in a graduation ceremony shall comply with district policies and regulations pertaining to student conduct.~~

~~*(cf. 5131 - Conduct)*~~

Note: Under the authority granted the **Governing** Board to regulate student conduct, the Board may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony. However, Education Code 35183.3, as added by AB 1463 (Ch. 296, Statutes of 2009), allows graduating students who are in active military service to wear their military dress uniforms to graduation ceremonies. In its Fiscal Management Advisory 17-01, **Pupil Fees, Deposits, and other Charges**, CDE advises that a district that requires its students to wear a cap and gown as a condition of their participation in the high school graduation ceremony may not require such students to purchase the cap and gown. CDE recommends that such districts provide the graduates with a cap and gown for their use at the graduation ceremony and inform them that those interested may purchase a cap and gown from a vendor. See AR 3260 - Fees and Charges.

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

*(cf. 3260 - Fees and Charges)*

~~However, any~~ **Any** graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at ~~his/her~~ **the student's** option, wear ~~his/her~~ **a** military dress uniform at the ceremony. (Education Code 35183.3)

Note: The following optional paragraphs may be revised to reflect district practice. Education Code 35183.1, as added by AB 1248 (Ch. 804, Statutes of 2018), permits students to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary cap and gown. However, the district may exercise discretion to prohibit any item that is likely to cause a substantial disruption of, or material interference with, the ceremony.

**Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the**

## GRADUATION CEREMONIES AND ACTIVITIES (continued)

**adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)**

**Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.**

### Disciplinary Considerations

Note: **The following optional section may be revised to reflect district practice.** The withholding of a diploma is governed by Education Code 48904 and is separate from the denial of participation in graduation ceremonies; see AR 5125.2 - Withholding Grades, Diploma or Transcripts and BP 6161.2 - Damaged or Lost Instructional Materials. Even though the graduation ceremony is not an essential component to the granting of a diploma, it is an important symbolic event. Therefore, it is recommended that districts provide some due process before denying a student the privilege of participating in the ceremony.

~~In order to encourage high standards of student conduct and behavior, the principal may deny a student the privilege of participating in graduation ceremonies and/or activities, in accordance with school rules. Prior to denial of the privilege, the student, and where practicable his/her parent/guardian, shall be made aware of the grounds for such denial and shall be given an opportunity to respond. If a privilege is to be denied, the student and parent/guardian shall receive written notice of the denied privilege and the means whereby he/she may appeal the decision. Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.~~

~~(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)~~

~~(cf. 5131 - Conduct)~~

~~(cf. 5144 - Discipline)~~

~~(cf. 6161.2 - Damaged or Lost Instructional Materials)~~

**During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.**

**High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.**

## GRADUATION CEREMONIES AND ACTIVITIES (continued)

### Legal Reference:

#### EDUCATION CODE

**35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance**

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-~~51412~~ **51413** Diplomas

#### COURT DECISIONS

***Workman v. Greenwood Community School Corporation*, (2010) Case No. 1:2010cv00293**

*Cole v. Oroville Union High School District*, (2000, 9th Cir.) 228 F.3d 1092

*Santa Fe Independent School District v. Doe*, (2000) 530 U.S. 290

*Lee v. Weisman*, (1992) 505 U.S. 577

*Sands v. Morongo Unified School District*, (1991) 53 Cal. 3d 863

*Lemon v. Kurtzman*, (1971) 403 U.S. 602

### Management Resources:

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

***Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017***

#### **U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

***Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools, February 2003***

#### WEB SITES

***AASA The School Superintendents Association: <http://www.aasa.org>***

***Antidefamation League: <https://www.adl.org>***

***California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>***

***U.S. Department of Education: <http://www.ed.gov>***

# CSBA Sample Exhibit

Students

E 5145.6(a)

## PARENTAL NOTIFICATIONS

**Cautionary Notice:** Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements through the 2018-19 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
<b>I. Annually</b>			
<b>Beginning of each school year</b>	<b>Education Code 222.5</b>	<b>BP 5146</b>	<b>Rights and options for pregnant and parenting students</b>
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
<b>Beginning of each school year and at least one more time during school year using specified methods</b>	<b>Education Code 49428</b>	<b>None</b>	<b>How to access mental health services at school and/or in community</b>

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>I. Annually</b> (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
<b>II. At Specific Times During the Student's Academic Career</b>			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	<b>AR BP</b> 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
<b>When child is enrolled or reenrolled in a licensed child care center or preschool</b>	<b>Health and Safety Code 1596.7996</b>	<b>AR 5148</b>	<b>Information on risks and effects of lead exposure, blood lead testing</b>
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>II. At Specific Times During the Student's Academic Career</b> (continued)			
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent
<b>III. When Special Circumstances Occur</b>			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
<del>When a school is identified on the state's Open Enrollment List</del>	<del>Education Code 48354; 5 CCR 4702</del>	<del>AR 5118</del>	<del>Student's option to transfer to another school</del>
<del>Within 60 days of receiving application for transfer out of open enrollment school</del>	<del>Education Code 48357; 5 CCR 4702</del>	<del>AR 5118</del>	<del>Whether student's transfer application is accepted or rejected; reasons for rejection</del>
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension



**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course

**PARENTAL NOTIFICATIONS (continued)**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur (continued)</b>			
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
Within 30 days of foster youth, homeless youth, former juvenile court school student, <b>or child of military family, or migrant student</b> being transferred <del>between</del> <b>high schools after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12</b>	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 <b>AR 6175</b>	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>III. When Special Circumstances Occur</b> (continued)			
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
<b>IV. Special Education Notices</b>			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>IV. Special Education Notices</b> (continued)			
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards

**PARENTAL NOTIFICATIONS** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>V. Classroom Notices</b>			
In each classroom in each school	Education Code <b>8235.5</b> , 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities <b>subject to Williams uniform complaint procedures</b>

# CSBA Sample Administrative Regulation

Students

AR 5148(a)

## CHILD CARE AND DEVELOPMENT

Note: The following administrative regulation is for use by districts that operate child care and development services through a contract with the California Department of Education (CDE) and reflects provisions generally applicable to programs under the Child Care and Development Services Act (Education Code 8200-8499.7). **Such programs include resource and referral programs (Education Code 8210-8216; 5 CCR 18240-18248), alternative payment programs (Education Code 8220-8227.7; 5 CCR 18220-18231), migrant child care and development programs (Education Code 8230-8233), California State Preschool Programs (CSPP) (Education Code 8235-8239.1), general child care and development programs (Education Code 8240-8244), and programs for children with special needs (Education Code 8250-8252).** The district may revise this regulation to reflect specific requirements for the program(s) it offers. See BP/AR 5148.2 - Before/After School Programs for requirements pertaining to the After-School Education and Safety program (Education Code 8482-8484.65) and 21st Century Community Learning Centers (Education Code 8484.7-8484.8), and BP/AR 5148.3 - Preschool/Early Childhood Education for **CSPP** requirements ~~pertaining to the California State Preschool Program (Education Code 8235-8239).~~

**The following administrative regulation does not reflect all policy language mandated for each specific program. The district should be careful to include the mandates, if any, applicable to the program(s) it offers.** For example, for the ~~A~~alternative ~~P~~payment ~~P~~program (~~Education Code 8220-8227.3; 5 CCR 18220-18231~~), 5 CCR 18221 mandates a written policy statement that includes specified components, including, but not limited to, program purpose, enrollment priorities, reimbursement of providers, and family fee collection. For the ~~R~~resource and ~~R~~referral program (~~Education Code 8210-8216; 5 CCR 18240-18248~~), 5 CCR 18244 mandates written referral policies and written complaint procedures.

In addition to the program requirements described below, child care and development programs may be subject to other policies in the district's policy manual (e.g., ~~BP/AR 1240 - Volunteer Assistance~~, AR 3514.2 - Integrated Pest Management, ~~BP/AR 1240 - Volunteer Assistance, food safety standards and nutrition requirements in~~ BP/AR 3550 - Food Service/Child Nutrition Program). Districts should consult legal counsel if they have questions regarding the applicability of other laws to the district's child care and development program.

## Licensing

Note: Pursuant to 22 CCR 101156, all child care centers must be licensed by the California Department of Social Services (**CDSS**) unless exempted by law. Health and Safety Code 1596.792 and 22 CCR 101158 list exemptions from the licensure requirements including, but not limited to, any program that (1) is a "public recreation program" that meets the criteria specified in Health and Safety Code 1596.792, (2) is operated before and/or after school by qualified teachers employed by the district, (3) is a school parenting program or adult education child care program, (4) operates only one day per week for no more than four hours on that day, (5) offers temporary child care services to parents/guardians who are on the same premises as the child care site, ~~or~~ (6) provides activities that are of an instructional nature in a classroom-like setting when K-12 students are normally not in session and the sessions do not exceed a total of 30 days when only school-age children are enrolled or 15 days when younger children are enrolled, **or (7) is a CSPP program operated in a school building that meets specified health and safety requirements.** If the district offers only programs that are exempted from licensure, it should modify the following regulation accordingly.

**Pursuant to Health and Safety Code 1596.951, as added by AB 605 (Ch. 574, Statutes of 2018), CDSS is required to adopt regulations by January 1, 2021 to create a new child care center license including**



## CHILD CARE AND DEVELOPMENT (continued)

components for serving infant, toddler, preschool, and school-age children; health and safety standards; and enhanced ability to transition children to the next age group. Pursuant to Health and Safety Code 1596.951, all child care centers are required to obtain this license by January 1, 2024.

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

### Program Components

Note: Items #~~1-8~~ **1-7 and 9** below list components of child care and development programs required for all providers pursuant to 5 CCR 18272-18281. The Governing Board is required, pursuant to 5 CCR 18271, to approve goals and objectives addressing each of these program components; see the accompanying Board policy. The district may add components of other programs offered by the district.

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.4 - Identification of Individuals for Special Education)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

*(cf. 6174 - Education for English Learners)*

**CHILD CARE AND DEVELOPMENT** (continued)

3. A staff development program which complies with 5 CCR 18274

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

4. Parent/guardian involvement and education that **complies comply** with 5 CCR 18275 and ~~involves parents/guardians through~~ **include** an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

*(cf. 6020 - Parent Involvement)*

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

~~*(cf. 1020 - Youth Services)*~~  
*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*  
*(cf. 5141 - Health Care and Emergencies)*  
*(cf. 5141.23 - Asthma Management)*  
*(cf. 5141.6 - School Health Services)*

6. A community involvement component that complies with 5 CCR 18277

Note: Health and Safety Code 1596.808 establishes beverage standards for licensed child care centers. **These standards require that children age 2 or older, with specified exceptions, be served only low fat or nonfat milk, no more than one serving per day of 100 percent juice, and no beverage with added sweetener and that clean and safe drinking water be readily available and accessible throughout the day.** In addition, centers that receive funding through the Child and Adult Care Food Program (42 USC 1766) must meet federal guidelines for meals, snacks, fluid milk or nutritionally equivalent milk substitutes, and drinking water.

7. **As applicable, a** ~~A~~ nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

*(cf. 3550 - Food Service/Child Nutrition Program)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

Note: Item #~~9-8~~ below is **optional** and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

- ~~9.8.~~ Programs that promote age-appropriate structured and unstructured opportunities for

**CHILD CARE AND DEVELOPMENT** (continued)

physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

Note: 5 CCR 18279-18281 require an annual evaluation using the standardized "Desired Results for Children and Families" system developed by CDE. The system requires a program self-evaluation that includes, but is not limited to, a staff assessment, a parent/guardian survey, and an environment rating scale using forms selected by CDE. Each contractor is required to submit a summary of the self-evaluation findings to CDE by June 1 of each year. In addition, every three years, CDE conducts a Federal Program Monitoring/Contract Monitoring Review (FPM/CMR) process with each contract agency to review compliance with program requirements. The FPM/CMR instrument is available on the CDE's web site.

- 8.9.** An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/guardian survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

Note: Item #9 below is ~~optional~~ and may be revised to reflect district practice. 42 USC 1766 encourages child care centers to provide opportunities for physical activity and to limit the amount of time spent in sedentary activities, such as time spent using electronic media.

- ~~9. Programs that promote age appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level~~

**Staffing**

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

Note: Health and Safety Code 1596.7995, as added by SB 792 (Ch. 807, Statutes of 2015), requires employees and volunteers at a day care center to be immunized against influenza, pertussis, and measles, with specified exceptions. Health and Safety Code 1597.055, as amended by SB 792, incorporates the immunization requirements into the qualifications of day care teachers and adds a requirement for such teachers to obtain a tuberculosis clearance. Pursuant to Health and Safety Code 1596.76, a day care center includes any child care facility other than a family day care home, including infant centers, preschools, extended day care facilities, and school age child care centers.

~~Any person~~ **All persons** employed at a **licensed** district child care center and **any all** volunteers who provides care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If **a person meets they meet** all other requirements for employment or volunteering, as applicable, but needs additional time to obtain and

**CHILD CARE AND DEVELOPMENT** (continued)

provide ~~his/her~~ immunization records, ~~the person they~~ may be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that ~~he/she has~~ **they have** been immunized as required. In addition, ~~each~~ employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.
2. In the case of the influenza vaccine, the person submits a written declaration ~~that he/she has declined~~ **declining** the vaccination.
3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

In addition to the above immunization requirements, teachers employed in a **licensed** child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

**Eligibility and Enrollment**

Note: CDE contracts provide funding only for services to families who meet the criteria for subsidized services as specified in Education Code 8263. The district may also provide services to nonsubsidized families provided the district uses other funding sources or the families pay the full cost of services; see section on "Fees and Charges" below.

Pursuant to 5 CCR 18105, districts contracting with CDE to offer child care services are **mandated** to develop written admissions policies and procedures that conform to requirements of 22 CCR 101218, including criteria designating those children whose needs can be met by the child care center's program and services and the ages of children who will be accepted.

The following section should be revised to reflect the district's contract(s) with CDE.

**CHILD CARE AND DEVELOPMENT** (continued)

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Note: Pursuant to 5 CCR 18082-18083, the parent/guardian must submit an application for services which contains specified information and documentation. The application form is available on CDE's web site. The family's or child's eligibility must be certified by a person designated by the district.

**Pursuant to Education Code 8263.1, as amended by AB 2626 (Ch. 945, Statutes of 2018), income eligibility is based on an adjusted monthly family income at or below 85 percent of the state median income, adjusted for family size, for purposes of establishing ongoing income eligibility after January 1, 2019 or initial eligibility after July 1, 2019.**

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.
2. The family has a need for child care based on either of the following:
  - a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; **are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate;** are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

~~Note: AB 982 (Ch. 567, Statutes of 2015) amended Education Code 8263 to expand the list of entities that can identify a child in need of subsidized child care to include a local educational agency liaison for homeless children and youth, a Head Start program, or a transitional shelter and to expand the list of children to be identified to include a homeless child.~~

- b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

Note: The following paragraph may be revised to reflect district practice. Unless state funding is allocated to support the centralized eligibility list established in each county pursuant to Education Code 8499.5, such

**CHILD CARE AND DEVELOPMENT** (continued)

lists will be maintained only if locally funded. In situations where there is no locally funded centralized eligibility list or the district elects not to participate in the local list, the district must establish its own waiting list in accordance with admission priorities pursuant to Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

Note: The following **optional** paragraph may be revised to reflect additional enrollment priorities or criteria established by the district, such as priority for district students, children of district students, or children of district employees; see the accompanying Board policy.

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

Note: 5 CCR 18094 and 18118 require the district to provide written notification to the parent/guardian as to whether **his/her the** application for subsidized services has been approved or denied. For this purpose, the district should use the Notice of Action form available on CDE's web site. If the services are denied, the parent/guardian may appeal the decision in accordance with 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

**CHILD CARE AND DEVELOPMENT** (continued)

*(cf. 5145.6 - Parental Notifications)*

**Note: Pursuant to Education Code 8263, as amended by AB 2626, effective July 1, 2019, a family that establishes initial or ongoing eligibility for services, regardless of the basis of eligibility, is entitled to receive those services for at least 12 months before being recertified for eligibility, except when an increase in income results in the family income exceeding the threshold for ongoing eligibility.**

**Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)**

Note: 5 CCR 18095 and 18119 require the district to notify a parent/guardian of any change in services or fees as described below. For such notification, the district should use the Notice of Action form available on CDE's web site. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122; see section "Rights of Parents/Guardians" below.

**Subsequently,** ~~†~~ The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination **made** during recertification or **the** update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified
2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing
3. An indication by the parent/guardian that ~~he/she~~ **the service is** no longer **wanted** ~~wants the service~~
4. The death of a parent/guardian or child
5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

**CHILD CARE AND DEVELOPMENT (continued)**

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

**Fees and Charges**

Note: Education Code 8273 requires the Superintendent of Public Instruction (SPI) to establish a fee schedule for families using child care services through a CDE contract, including families who are eligible for subsidized child care services based on the criteria specified in item #1 in the section "Eligibility and Enrollment" above. See CDE Management Bulletin 14-03a.

Pursuant to 5 CCR 18109 and CDE's Frequently Asked Questions to Management Bulletin 14-03a, the district may charge a full-time, part-time, or "cost of care" fee calculated pursuant to 5 CCR 18109, whichever is less, depending on the number of hours that a child will receive services.

Education Code 8250 and 5 CCR 18110 prohibit districts from assessing fees for children enrolled in a program for severely disabled children or a federally based migrant program. Districts may revise the following paragraph to reflect any such program(s) offered by the district. Districts that offer only programs prohibited from charging fees may delete the following section.

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, ~~8273.2~~, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. ~~Any family whose child is receiving child care on the basis of being at risk of abuse, neglect, or exploitation may be exempt from these fees for up to three months, unless the family becomes eligible based on receipt of child protective services or certification of need by a county child welfare agency. The cumulative period of exemption for these purposes shall not exceed 12 months.~~ (Education Code 8273.1)

Note: Pursuant to Education Code 8273 and CDE Management Bulletin 14-03a, family fees must be assessed at initial enrollment and reassessed at recertification or when the family data file is updated due to a change in status.



**CHILD CARE AND DEVELOPMENT** (continued)

Pursuant to 5 CCR 18114, districts contracting with CDE to offer child care services are **mandated** to adopt a policy for the collection of fees in advance of providing services, as provided below. 5 CCR 18114 contains an alternative definition of delinquency for alternative payment programs offered pursuant to Education Code 8220-8224.

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent.

If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

Note: The following paragraph is for use by districts that contract with CDE to offer child care services and wish to require parents/guardians to provide diapers and/or to pay the costs of field trips (unless the program is exempt from fees), and may be modified to delete diapers as appropriate for the age of the children served. Education Code 8273.3 **mandates** that such districts have a written policy which includes parents/guardians in the decision-making process. Pursuant to Education Code 8273.3, the fees cannot exceed \$25 per child in the contract year.

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

**Disenrollment**

Note: Education Code 8263.3 specifies the order by which families must be disenrolled from child care and development services when funding levels are reduced. Parents/guardians may appeal such actions pursuant to 5 CCR 18120-18122, but only on the grounds that the factors used to determine the family's disenrollment are incorrect. See section "Rights of Parents/Guardians" below.

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.
2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first.

**CHILD CARE AND DEVELOPMENT** (continued)

After all children without disabilities have been disenrolled, children with disabilities shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.

3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

**Health Examination and Information**

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within ~~30 days~~ **six weeks** of enrollment. (Education Code 8263)

~~(cf. 5141.3 - Health Examinations)~~

~~(cf. 5141.31 - Immunizations)~~

Note: Education Code 8263 provides that the physical examination and evaluation, including immunizations, required of children enrolling in a child care center may be waived if a parent/guardian submits a letter stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** religious beliefs. However, Health and Safety Code 120335, ~~as amended by SB 277 (Ch. 35, Statutes of 2015)~~, eliminated the personal beliefs exemption for immunization requirements unless the parent/guardian files a letter or affidavit prior to January 1, 2016 or a licensed physician indicates that a student should be exempted for medical reasons. An exemption granted for personal beliefs is only effective until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12). See BP/AR 5141.31 - Immunizations.

~~A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within 30 days of enrollment. (Education Code 8263)~~

The requirement for a physical examination and evaluation ~~may~~ **shall** be waived if a parent/guardian submits a letter stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** religious beliefs. (Education Code 8263)

**However, a A** child may be exempted from the immunization requirements only if: (Education Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.
2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to ~~his/her~~ **the parent/guardian's** personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

~~(cf. 5141.22 - Infectious Diseases)~~

~~(cf. 5141.3 - Health Examinations)~~

~~(cf. 5141.31 - Immunizations)~~

**CHILD CARE AND DEVELOPMENT** (continued)

**If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)**

*(cf. 5141.22 - Infectious Diseases)*

**Note: Health and Safety Code 1596.7996, as added by AB 2370 (Ch. 676, Statutes of 2018), requires licensed child care programs to provide parents/guardians of enrolled children with a flyer developed by CDSS in conjunction with the California Department of Public Health, which contains specified information regarding lead exposure and blood testing. The flyer is available on the CDSS web site.**

**Pursuant to Health and Safety Code 1597.16, as added by AB 2370, a licensed child care center located in a building constructed before January 1, 2010 will be required to have its drinking water tested for lead contamination levels between January 1, 2020 and January 1, 2023, and every five years after the date of the initial test. At that time the child care center must notify parents/guardians of enrolled children of the requirement to test the drinking water and of the test results.**

**When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)**

**Attendance**

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)
2. Family emergency (Education Code 8208)

**Note: Pursuant to 5 CCR 18066, districts contracting with CDE to offer child care services are **mandated** to adopt policies delineating circumstances constituting an excused absence for a family emergency. The following paragraph may be revised to reflect district practice.**

A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

**CHILD CARE AND DEVELOPMENT (continued)**

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)
4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

Note: 5 CCR 18066 **mandates** a policy that delineates circumstances constituting an excused absence "in the best interest of the child." The following paragraph may be revised to reflect district practice.

An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Note: 5 CCR 18066 **mandates** that providers adopt a policy governing unexcused absences which may include reasonable limitations, if any. The following paragraph may be revised to reflect district practice.

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the **child's** parents/guardians. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

**Rights of Parents/Guardians**

Note: The following two paragraphs are **is** for use by districts that operate one or more licensed child care centers (see "Licensing" section above), but may be used by license-exempt providers.

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of **his/her the** rights **as** specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

**CHILD CARE AND DEVELOPMENT** (continued)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

Note: The remainder of this section is for use by all districts and applies to licensed and unlicensed child care programs.

In addition, if a parent/guardian disagrees with any district action to deny **his/her a** child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, **he/she the parent/guardian** may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, **he/she the parent/guardian** may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

**Records**

Note: CDE contracts require the district to submit data on both subsidized and nonsubsidized families served by child care centers. In addition, the district is required to provide monthly reports, through CDE's online management information system, regarding any families receiving subsidized services during that month.

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by CDE.

*(cf. 3580 - District Records)*

*(cf. 5125 - Student Records)*

(7/15 10/16) 3/19

# CSBA Sample Board Bylaw

Board Bylaws

BB 9323.2(a)

## ACTIONS BY THE BOARD

Note: Pursuant to Education Code 35164, a majority vote of all members of the Governing Board is necessary for an item to carry, even in those cases where some members are absent. Thus, for districts with a five-member board, an item will pass with three votes, even if only three members are present or there is a vacancy. Education Code 35165 details the effect of a vacancy in districts with a seven-member board. For language regarding vote requirements when a board member abstains, see BB 9323 - Meeting Conduct.

The law specifies certain board actions as requiring more than a majority vote; see E(1) 9323.2 for a ~~specific~~ list of such actions.

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

*(cf. 9000 - Role of the Board)*

*(cf. 9005 - Governance Standards)*

*(cf. 9012 - Board Member Electronic Communications)*

*(cf. 9200 - Limits of Board Member Authority)*

Note: ~~In some instances, the law requires that a hearing be conducted before the Board takes action on an item (e.g., before adopting the district's budget or expelling a student). Notice and other requirements for hearings may be more extensive than those for regular or special meetings and will depend upon the specific requirements in applicable statutes.~~

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

*(cf. 9324 - Minutes and Recordings)*

**ACTIONS BY THE BOARD** (continued)**Action on Non-Agenda Items**

Note: The Brown Act (Government Code 54950-54963) generally prohibits any action or discussion of items not on the posted agenda. However, Government Code 54954.2 provides for three specific and narrow situations in which the Board can act on an item not on the agenda, as specified below. Board members may also briefly respond to questions raised by members of the public concerning items not on the agenda; see BB 9323 - Meeting Conduct.

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

**Challenging Board Actions**

Note: Government Code 54960 grants authority to the district attorney or any interested person to file a civil action asking the court to order the Board to stop or prevent Brown Act violations specified below. The Board should ~~be careful to~~ respond to legal challenges to its actions and consult legal counsel when necessary. Pursuant to Government Code 54960.5, a court may award court costs and reasonable attorney's fees to a plaintiff who successfully invalidates a Board action in violation of the Brown Act or successfully enforces one of the Brown Act's civil remedies provided in Government Code 54960-54960.2.

The district attorney's office or any interested person may file an action in court ~~to~~ **for the purpose of: (Government Code 54960, 54960.2)**

1. **Stop**ping or **prevent**ing the Board's violation or ~~threats of~~ **threatened** violations of the Brown Act;
2. ~~to~~ **determine**ing the applicability of the Brown Act to ongoing or future threatened Board actions;

**ACTIONS BY THE BOARD** (continued)

3. ~~In addition, the district attorney's office or any interested party may file an action in court to determine~~ **Determining** the applicability of the Brown Act to ~~any a past Board action of the Board that is~~ not specified in Government Code 54960.1, ~~under the following conditions provided that:~~

a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

**Note: Pursuant to Government Code 54960.2, the Board may respond within 30 days of receiving the cease and desist letter. If the Board decides to respond to the letter with an unconditional commitment to desist from repeating the past action, the unconditional commitment is required to be substantially in the same form provided in Government Code 54960.2 and to be approved in an open session of the Board's regular or special meeting. For a sample unconditional commitment letter, see E(2) 9323.2.**

b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

c. **The action is brought within the time required by Government Code 54960.2.**

4. ~~to determine~~ **Determining** the validity, under **California state** or federal law, of any Board rule or action ~~to which penalizes~~ any of its members or otherwise discourages **their** ~~member's expression, or~~

5. ~~to compel~~ **Compelling** the Board to audio record its closed sessions because of **a court's finding of the Board's its** violation of any applicable Government Code provision: ~~(Government Code 54960)~~

**Note: Pursuant to Government Code 54960.1, the district attorney's office or any interested person may file a lawsuit to invalidate (i.e., declare null and void) actions that violate specific provisions of the Brown Act listed in Government Code 54960.1 and specified below. However, even when the action may normally be subject to invalidation, Government Code 54960.1 provides that in certain circumstances (e.g., when there has been substantial compliance with the Brown Act or the Board ~~created a contractual obligation~~ **action resulted in a contract with a party who detrimentally relied on the action in good faith and without notice of a challenge to its validity**), the action may not be invalidated.**

Before seeking court action, the person who believes a violation occurred must send a written demand to the Board to "cure or correct" the action as specified below. Because the laws regarding these provisions are complex, it is recommended that the district consult with legal counsel upon receipt of a "cure and correct" demand.



**ACTIONS BY THE BOARD** (continued)

The district attorney or any interested person may ~~present a demand that the Board cure and correct a Board action which he/she alleges is~~ **file an action in court to nullify a Board action which is alleged to be** in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

**Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a** ~~Any~~ demand to "cure and correct" ~~an~~ **the** alleged violation. **The demand** shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day ~~review~~ period, its inaction shall be considered a decision not to cure or correct the **challenged** action.

Note: Pursuant to Government Code 54960, as amended by SB 1003 (Ch. 732, Statutes of 2012), past Board actions that occur on or after January 1, 2013 but which are not specified in Government Code 54960.1 may also be challenged. However, prior to commencing such an action, the district attorney or other interested person must comply with the requirements specified in Government Code 54960.2, as added by SB 1003, including sending a cease and desist letter to the Board within nine months of the alleged violation.

**ACTIONS BY THE BOARD** (continued)

In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)

1. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

Note: Pursuant to Government Code 54960.2, the Board may respond within 30 days of receiving the cease and desist letter. If the Board decides to respond to the letter with an unconditional commitment to desist from repeating the past action, the unconditional commitment is required to be substantially in the same form provided in Government Code 54960.2 and to be approved in an open session of the Board's regular or special meeting. For a sample unconditional commitment letter, see E(2) 9323.2.

2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

*Legal Reference: (see next page)*

**ACTIONS BY THE BOARD** (continued)

*Legal Reference:*

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for nondistrict purposes

17510-~~17511~~17512 **Leasing for production of gas, r**Resolution requiring unanimous vote **of all members constituting board**

17546 Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35160-35178.4 Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

54950-54963 The Ralph M. Brown Act, especially:

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance; **prohibition against** secret ballots

54960-54960.5 Actions to prevent violations

65352.2 Coordination with planning agency

PUBLIC CONTRACT CODE

3400 Bid specifications

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20113 Emergencies, award of contracts without bids

**20114 Repairs, maintenance, and improvements to district facilities by day labor or force account**

**22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance**

**22035 Repair or replacement of facilities in case of emergency**

**22050 Emergency contracting procedures**

COURT DECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313

McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310

Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672

Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

*Management Resources: (see next page)*

**ACTIONS BY THE BOARD** (continued)

*Management Resources:*

CSBA PUBLICATIONS

*The Brown Act: School Boards and Open Meeting Laws, 2014*

ATTORNEY GENERAL PUBLICATIONS

*The Brown Act: Open Meetings for Local Legislative Bodies, 2003*

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

*Open and Public IV: A Guide to the Ralph M. Brown Act* **2nd Edition, rev. July 2010** ~~2007~~

WEB SITES

CSBA: <http://www.csba.org>

~~California Attorney General's Office: <http://www.oag.ca.gov>~~

~~Institute of for Local Government: <http://www.ca-ilg.org>~~

**Office of the Attorney General: <http://www.oag.ca.gov>**

# CSBA Sample Exhibit

Board Bylaws

E(1) 9323.2(a)

## ACTIONS BY THE BOARD

### ACTIONS REQUIRING A SUPER MAJORITY VOTE

Note: The following exhibit lists some of the Governing Board actions that require more than a simple majority vote. Other such actions may exist and may be identified in the future.

#### Actions Requiring a Two-Thirds Vote of the Board:

**Note: For an action requiring a two-thirds vote to pass, a three-member board will need two board members to vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need five board members to vote in favor of the item.**

1. Resolution declaring **the Governing Board's** intention to sell or lease real property (Education Code 17466)

*(cf. 3280 - Sale or Lease of District-Owned Real Property)*

2. Resolution declaring **the Board's** intent ~~of Governing Board~~ to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

Note: Item #5 below is different from temporary borrowing pursuant to Government Code 53850-53858 which requires only a majority vote of the Board.

5. Request for temporary borrowing ~~pursuant to Government Code 53820-53833,~~ **of funds needed for immediate requirements of the district** to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

**ACTIONS BY THE BOARD** (continued)

*(cf. 7131 - Relations with Local Agencies)*  
*(cf. 7150 - Site Selection and Development)*  
*(cf. 7160 - Charter School Facilities)*

7. When the district is organized to serve only grades K-8, **action and seeks** to establish a community day school for any of grades K-8 (Education Code 48660)

*(cf. 6185 - Community Day School)*

8. When the district **is organized to serve only grades K-8**, has an average daily attendance (ADA) of 2,500 or less, **or desires to operate a community day school to serve any of grades K-6 (and no higher grades)** and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

- ~~9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

- ~~10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)~~

- ~~11.9.~~ Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

*(cf. 7214 - General Obligation Bonds)*

- ~~12.10.~~ Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

*(cf. 7213 - School Facilities Improvement Districts)*

- ~~13.11.~~ Resolution to place a parcel tax on the ballot (Government Code 53724)

Note: Code of Civil Procedure 1245.240 requires that, prior to commencing an eminent domain action, the Board adopt a resolution of necessity approved by a two-thirds vote of the Board unless a greater vote is required by statute, charter, or ordinance. In addition, if the Board desires to use the property for a different purpose than stated in the resolution of necessity, then pursuant to Code of Civil Procedure 1245.245, the Board must adopt, by two-thirds vote, another resolution authorizing the different use unless a greater vote is required by statute, charter, or ordinance.

**ACTIONS BY THE BOARD** (continued)

**14.12.** Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

**Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:**

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

*(cf. 9320 - Meetings and Notices)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

**Actions Requiring a Four-Fifths Vote of the Board:**

**Note: For an action requiring a four-fifths vote to pass, a three-member board will need a unanimous vote in favor of the item, a five-member board will need four board members to vote in favor of the item, and a seven-member board will need six board members to vote in favor of the item.**

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

*(cf. 3110 - Transfer of Funds)*

**ACTIONS BY THE BOARD** (continued)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

*(cf. 3311 - Bids)*

**Note: Item #5 is for use by districts governed by a five-member or seven-member board.**

5. **When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)**

**Note: AB 2249 (Ch. 169, Statutes of 2018) amended Public Contract Code 22034 to change the thresholds for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act, thereby increasing the amount requiring board resolution, as provided in item #6.**

- ~~5.6.~~ Resolution to award a contract for a public works project at \$~~187,500~~ **212,500** or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$~~175,000~~ **200,000** or less, all bids received are in excess of \$~~175,000~~ **200,000**, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

*(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)*

**Actions Requiring a Unanimous Vote of the Board:**

1. Resolution authorizing and prescribing the terms of a ~~community~~ lease **of district property** for extraction **and taking** of gas **not associated with oil** (Education Code 17510-17511)



**ACTIONS BY THE BOARD** (continued)

2. **Authorization of the use of day labor or force account, or w**Waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists **requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property,** and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

**Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:**

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property ~~in the local dump~~ or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

*(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)*

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# CSBA Sample Exhibit

Board Bylaws

E(2) 9323.2

## ACTIONS BY THE BOARD

### UNCONDITIONAL COMMITMENT LETTER

Note: Government Code 54960, as amended by SB 1003 (Ch. 732, Statutes of 2012), authorizes the district attorney or other interested person to file an action in court to determine the applicability of the Ralph M. Brown Act to any past Governing Board action which is not specified in Government Code 54960.1 and which occurs on or after January 1, 2013; see the accompanying administrative regulation board bylaw. Pursuant to Government Code 54960.2, prior to commencing such an action the district attorney or other interested person must send a cease and desist letter to the Board within nine months of the alleged violation. Within 30 days of receiving the cease and desist letter, the Board may respond by sending an unconditional commitment, substantially in the same form provided in Government Code 54960.2, to desist from repeating the past action. If the Board so responds, the district attorney or other interested person may not file an action in court. The following exhibit presents a sample unconditional commitment letter.

To: *(Name of district attorney or any interested person)*

The Governing Board of *(name of school district)* has received your cease and desist letter dated *(date)* alleging that the following ~~described~~ past action taken by the Board violates the Ralph M. Brown Act: *(Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

*(Name)*  
*(Title of Board President or other designee)*

(11/12) 3/19