

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:

September 10, 2019

Walnut Grove Elementary School ♦ 14181 Grove Street, Walnut Grove, 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 item listed until it is brought up for discussion.** To address the Board, raise your hand and when you have been called on, please step up to the podium and state your name. **However, understand the Board may not take action on any item which is not 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 Wright's report(s)
- 9.2 Business Services' Reports and/or Presentations on: Routine Restricted Maintenance; Deferred Maintenance; Maintenance and Operations; Transportation Department; Food Services Department; District Technology; and District Budget – Elizabeth Keema-Aston, Chief Business Officer; Ken Gaston, Directors 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, Director of MOT
- 9.3 Education Services' Reports and/or Presentation(s) - Nicole Latimer, Director of Educational Services and Special Education
 - 9.3.1 Educational Services Update – Nicole Latimer
 - 9.3.2 California Assessment of Student Performance and Progress (CAASPP) Presentation – Nicole Latimer
 - 9.3.3 Special Education Update – Danielle Tharp
- 9.4 River Delta Unified Teacher's Association (RDUTA) Update
- 9.5 California State Employees Association (CSEA) Chapter #319 Update
- 10. **Consent Calendar**
 - 10.1 Approve Board Minutes
 - Regular Meeting of the Board, August 13, 2019
 - 10.2 Receive and Approve Monthly Personnel Reports
 - As of September 10, 2019
 - 10.3 District's Monthly Expenditure Report
 - August 2019
 - 10.4 Request to approve a contract with Corwin for Equitable Behavior Systems, to provide a professional development series for the 2019-2020 school year, cost not to exceed \$28,000 - paid for by Title I Funds – Nicole Latimer
 - 10.5 Request to approve the fundraising event "Spaghetti Feed" to benefit D.H. White Elementary School 5th grade students, who are raising money for a field trip to the San Francisco Academy of Science – Nick Casey
 - 10.6 Request to approve the leave of absence requested by Kate Clark – Katherine Wright
 - 10.7 Request to approve Rio Vista High School FFA students to travel out of state to attend the FFA National Convention in Indianapolis, Indiana from October 31-November 1, 2019 – AG Incentive Grant will fund teachers' expenses and students will fund their own costs – Victoria Turk
 - 10.8 Request to approve the 2019-2020 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for district students at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer
 - 10.9 Request the approval to apply for an Extended School Year Waiver from CDE for the 2019 2020 school year – Danielle Tharp
 - 10.10 Request to approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2019-2020 school year to provide psychological therapy services, at a cost not to exceed \$5,000 – Special Educational Funds – Nicole Latimer
 - 10.11 Request to approve the Heavenly Booster's fundraising barbeque event to benefit Delta High School's Varsity Football Team and the Clarksburg Middle School's Leadership Class Student Store to benefit Clarksburg Middle School's Leadership Class – Laura Uslan
 - 10.12 Request to approve the fundraising event "Popcornopolis" take-home PTC fundraiser for D.H. White Elementary beginning on November 6, 2019 to benefit the students of D.H. White School – Nick Casey
 - 10.13 Request to approve the PTC fundraising event "Monster Bash" PTC for D.H. White Elementary on October 25, 2019 – Nick Casey

- 10.14 Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2019-2020 school at a cost not to exceed \$4,176 (Grades 1st-3rd) – Arts Grant Funding – Stacy Wallace
- 10.15 Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2019-2020 school at a cost not to exceed \$3,996 (Grades 4-6) – Arts Grant Funding – Stacy Wallace
- 10.16 Request to approve the leave of absence requested by Alejandro Ruiz – Katherine Wright
- 10.17 Donations

Walnut Grove Elementary School

Clark Trucking Service - \$1,000 – Summer Swim Program
 Agiftinside.com – 300 wood jewelry boxes for Muffins for Moms Family Event

D.H. White Elementary School

Veronica & Mario Jimenez – 3 shade umbrellas (approx. \$180 value)
 Josh & Christine Perkins – 2 shade umbrellas (approx. \$120 value)

Rio Vista High School

Verla Chaddick – Funds towards Science Laboratory Chromebook Cart
 Karen Starr – Funds towards Rio Vista High School AFS Program
 Books Rio V (Hale & Sue Conklin) Funds towards Rio Vista High School AFS Program

Bates Elementary School

Gladys Gaboury - \$1000

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. Request to approve the first reading of the updated or new Board Policies, Administrative Regulations and Exhibits due to new legislation, mandated language and/or citation revisions as of July 2019 – Katherine Wright

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

- 12. Request to approve Resolution #770 regarding the 2018-2019 Appropriations (Gann) Limit Calculation – Elizabeth Keema-Aston

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ___; Member Olson ___; Member Riley ___; Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___; Vote: _____

- 13. Request to approve the Unaudited Actuals Financial Report for 2018-2019 – Elizabeth Keema Aston

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

- 14. Request to hold a Public Hearing on the Sufficiency of Textbooks and Instructional Materials and to Approve Resolution #771 on the Sufficiency of Textbooks and Instructional Materials as per Education Code Section 60199 and 5 CCR 9531 for 2019-2020 school year – Nicole Latimer

Open Public Hearing _____pm Public Comment: Close Public Hearing _____pm

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ___; Member Olson ___; Member Riley ___; Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___; Vote: _____

- 15. Request approval to purchase a Mini Excavator and a Mower from Dolk Tractor Company for a total cost of \$40,000 and an additional purchase of two trucks from Abel Chevrolet, a 2019 Chevrolet Silverado C3500 and a 2019 Chevrolet C1500 with a cost of \$73,596.10 – Ken Gaston

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

16. Request to approve Resolution #772 Consent to Assignment of Program and Construction Management Contracts from RGM and Associates, Inc. to RGM Kramer, Inc. – Elizabeth Keema-Aston

Motioned: _____ Second: _____

Roll Call Vote: Member Fernandez ___; Member Olson ___; Member Riley ___; Member Stone ___; Member Elliott ___; Member Casillas ___; Member Mahoney ___; Vote: _____

17. Request to approve the contract for services with Maverick, Inc. to provide phone support services for 3 year at a cost of \$21,648.02 - Elizabeth Keema Aston

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

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

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

20. Adjournment

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

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

AFFIDAVIT OF NOTICING AND POSTING:

I, Jennifer Gaston, Executive Assistant to the Board of Trustees, declare that a copy of this Regular Meeting Agenda/Notice was posted in the bulletin board in front of the District Office and that the Board of Trustees Members, District administrative offices and schools, the community libraries and the River News Herald were provided notice or caused to be provided notice via fax, e-mail and/or hand delivery on Friday, September 6, 2019, by or before 5:30 p.m.

By: Jennifer Gaston Jennifer Gaston, Executive Assistant, to the Superintendent.

ATTACHMENT

RIVER DELTA UNIFIED SCHOOL DISTRICT

Notice of a Regular Meeting of the Board of Trustees

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

September 10, 2019

Walnut Grove Elementary School ♦ 14181 Grove Street, Walnut Grove, 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 September 10, 2019, at the Walnut Grove Elementary School, Walnut Grove, 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; Burke, Williams & Sorensen, 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

4.3.4 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.

4.3.5.1 RDUTA

4.3.5.2 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: _____

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 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 (**AUGUST MONTH 1**)

BACKGROUND: Each month district staff compiles attendance and enrollment data for all school sites. The attached summary shows comparative enrollment an ADA for 2018-2019 and 2019-2020. 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 44 students** compared to the same month last year, *increasing* from 1,928 to 1,972. (Does not include Adult Ed)

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

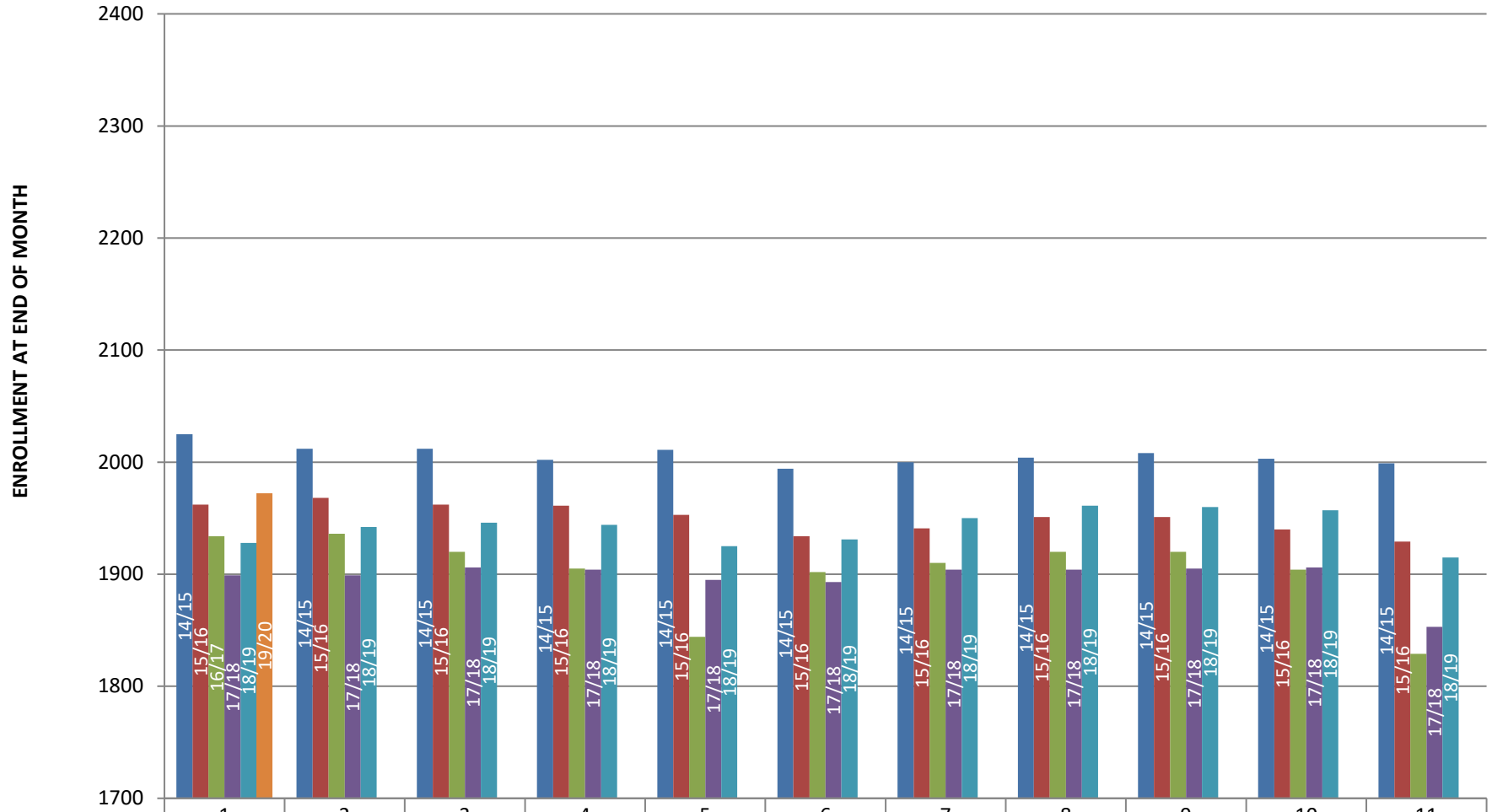
RECOMMENDATION:

That the Board receives the information presented.

Time allocated: 3 minutes

SITE		AUG 18-19	AUG 19-20	% of ADA
BATES	ENR	118	118	98.3%
	ADA	116	116	
CLARKSBURG (7th & 8th Gr)	ENR	193	176	96.6%
	ADA	188	170	
ISLETON	ENR	162	155	96.8%
	ADA	155	150	
RIVERVIEW	ENR	234	256	96.1%
	ADA	222	246	
WALNUT GROVE	ENR	165	176	94.9%
	ADA	158	167	
D.H. WHITE	ENR	333	352	93.8%
	ADA	319	330	
ELEMENTARY	ENR	1,205	1,233	
SUB TOTAL	ADA	1,158	1,179	
CLARKSBURG (9th Grade)	ENR	83	96	97.9%
	ADA	81	94	
DELTA HIGH	ENR	191	209	98.1%
	ADA	183	205	
RIO VISTA HIGH	ENR	414	408	96.1%
	ADA	398	392	
HIGH SCHOOL	ENR	688	713	
SUB TOTAL	ADA	662	691	
Mokelumne High (Continuation)	ENR	14	17	
	ADA	11	12	
River Delta High/Elem (Alternative)	ENR	18	7	
	ADA	16	8	
Community Day	ENR	3	2	
	ADA	3	2	
TOTAL K-12	ENR	1,928	1,972	
LCFF Funded	ADA	1,850	1,892	
Wind River- Adult Ed	ENR	0	0	
TOTAL DISTRICT	ENR	1,928	1,972	

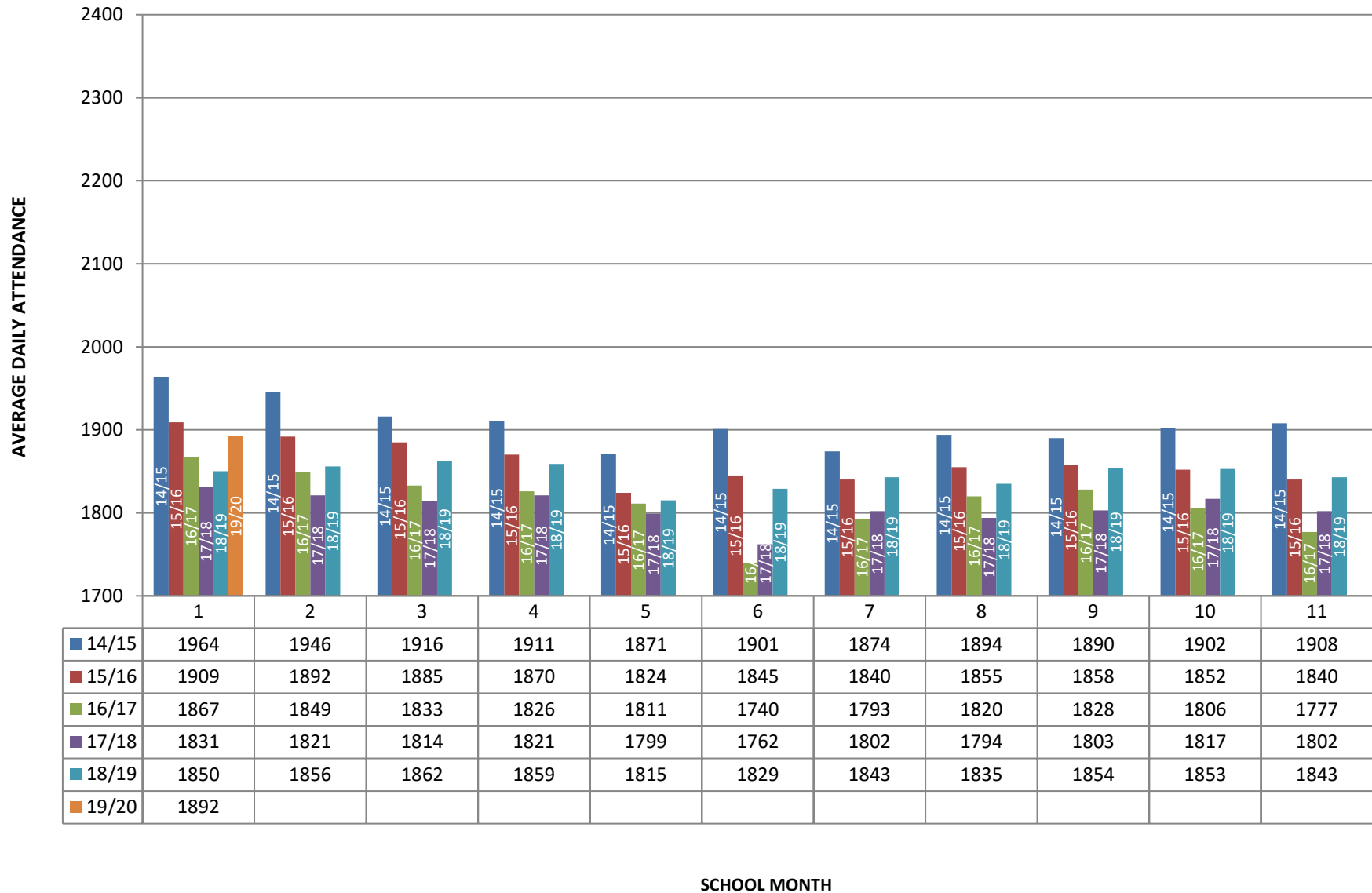
ENROLLMENT



	1	2	3	4	5	6	7	8	9	10	11
■ 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	1957	1915
■ 19/20	1972										

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: September 10, 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
 2019-20 Working Budget vs. Actuals Report
 August 31, 2019

Working Budget						Actuals thru: 8/31/2019					
	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)		
General Fund: (01)											
Unrestricted	5,684,341	16,440,290	17,209,183	4,915,448	1,031,534	124,094	907,440	5.52%	2,330,913	13.54%	
Restricted	955,689	7,462,863	7,479,337	939,215	683,676		683,676	9.16%	631,813	8.45%	
Combined	6,640,030	23,903,153	24,688,520	5,854,663	1,715,209	124,094	1,591,115	6.66%	2,962,725	12.00%	
<i>Dry Period Financing</i>					-		-				
Other Funds											
Adult Ed. (11)	58,321	98,292	98,292	58,321	6,967		6,967	7.09%	15,901	16.18%	
Child Development (12)	5,996	299,381	299,381	5,996	77,176		77,176	25.78%	34,093	11.39%	
Cafeteria (13)	60,295	1,053,168	1,090,366	23,097	204		204	0.02%	63,129	5.79%	
Sp. Res-Other than Cap. Outlay (17)	70,659	700	-	71,359	-		-	0.00%	-	0.00%	
Bond Fund (21)	274,451	38,600	262,311	50,740	6,323		6,323	16.38%	223,881	85.35%	
Bond Fund- SFID #1 South (22)	-	-	-	-	-		-	0.00%	-	0.00%	
Bond Fund - SFID #2 North (23)	-	-	-	-	-		-	0.00%	-	0.00%	
Developer Fees (25)	1,324,219	655,190	253,190	1,726,219	71,365		71,365	10.89%	204,446	80.75%	
County School Facilities (35)	3,305	18	-	3,323	-		-	0.00%	-	0.00%	
Capital Projects (49)	3,309	6,190	6,100	3,399	-		-	0.00%	2,640	43.28%	

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Ken Gaston, Director of MOT

Item Number:

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. The Only projects included in this report are those over \$100.

STATUS:

See attached monthly report for the period of August 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
September 10, 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:

- **Clarksburg Middle School**
 - Replaced broken window in the girl's bathroom with plexiglass. - \$175
- **Delta High School**
 - Replaced broken window in the cafeteria with a poly-carbonate material. - \$100
- **Rio Vista High School**
 - Painted 22 student parking spots. - \$150
- **Riverview Middle School**
 - Charged AC unit in the cafeteria. - \$125
- **Walnut Grove Elementary School**
 - Ran a new water line to drinking fountain and installed a new water filter. - \$112.50

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Katherine Wright, 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 August 13, 2019.

BACKGROUND:

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

STATUS:

The Board is to review for approval

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

None

RECOMMENDATION:

That the Board approves the minutes as submitted

Time allocated: 3 minutes

RIVER DELTA UNIFIED SCHOOL DISTRICT

MINUTES

REGULAR MEETING

August 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 5:35 p.m. on August 13, 2019 at Isleton Elementary School, Isleton, California.
2. **Roll Call of Members:**
 - Alicia Fernandez, President
 - Don Olson, Vice President
 - Marilyn Riley, Clerk
 - Jennifer Stone, Member
 - Chris Elliott, Member
 - Rafaela Casillas, Member
 - Dan Mahoney, Member

Also present: Katherine Wright, 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*
4. **Board President Fernandez asked for a motion to approve the Closed Session agenda and adjourn the meeting to Closed Session @ 5:37 pm**

Member Mahoney moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)
5. **Open Session was reconvened at 6:47 pm**
 - 5.1 Roll was retaken. All members were present.

Also present: Katherine Wright, Superintendent; Elizabeth Keema-Aston, Chief Business Officer and Jennifer Gaston, Recorder.
 - 5.2 Pledge of Allegiance was led by Holly Pauls, School nurse
6. **Report of Action taken, if any, during the Closed Session** (Government Code Section 54957.1)

Board President Fernandez reported that the Board received information, no action taken during Closed Session.
7. **Review and Approve the Open Session Agenda**

Member Fernandez asked for a motion to approve the Open Session Agenda

Member Riley moved to approve, Member Olson seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)
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 Stone reported that she attended the Isleton Elementary School's Denim and Diamonds fundraising event. Member Stone stated that Isleton's PTC hosted a well put together event and she urges others to attend this event in the future. Member Stone also reported that the Annual Pair Fair was very successful for both school sites, selling out of all pies made. She appreciates all those who purchased pies.

Don Olson reported that Rio Vista High School's NAMI Club and the Rio Vista LEO Club will be hosting a Mental Health and Suicide Prevention Walk / Fair on September 18th at 12:00pm at Rio Vista High School. Member Olson mentioned to wear Green to 'End the Stigma'. Member Olson announced that his sister and Mrs. Olson have arranged for a mental health speaker to make a presentation during the fair.

Member Fernandez reported that she was unable to attend the Pair Fair this year. However, she was thankful that the pies were pre-sold for those who could not attend.

Member Mahoney reported that he and Member Stone made site visits to Clarksburg Middle School and Delta High School. Administration spoke of how many students they have been enrolling this year.

Members Mahoney and Stone also toured D.H. White School. While speaking with Mr. Casey, he mentioned the increase in student enrollment at his site. Member Mahoney feels the District is deeply impacted by the Liberty Ranch Development and wanted the public to know the Board is aware of these issues.

9.1.2 Committee Report(s): None to report

9.1.3 Superintendent Wright's Report(s): Board President Fernandez welcomed Katherine Wright to her first Board meeting as the new River Delta Unified School District Superintendent. Member Fernandez stated they are looking forward to positive changes in the District and are happy to have her on board.

Superintendent Wright reported that this has been a very exciting month starting her new position. Mrs. Wright mentioned that she was invited to the Rio Vision Town Hall meeting to introduce herself and give a brief description of her beliefs and plans for the district. She hopes to have similar meetings in each of the communities even if they do not hold formal meetings as in Rio Vista.

Mrs. Wright reported that she attended the last day of the Walnut Grove Summer Swim Program. She feels this program is very important, because our students need to learn how to swim, especially because we live and go to school in such a close proximity to the water. The students were very excited to see staff members jump off the diving board and swim with them in the pool. After attending these classes, the students were much more comfortable being in the water. Mrs. Wright thanked all those who donated to the program.

Mrs. Wright stated that she had held her first two Cabinet meetings using a different structure, allowing all departments to collaborate and have input. The Leadership Retreat was held off-site for Principals, Directors and District Support Staff. Mrs. Wright thanked Peter's Steakhouse for the use of his meeting room upstairs with its wonderful view of the river.

This year's preservice day was held on August 2, 2019. The teachers made a recommendation on a speaker to come to the preservice and provide presentation on trauma informed strategies. The presenter also spoke about the level of stress on teachers and how to manage this stress as well as how to maintain a balanced life style. The feedback from teachers on the preservice was very positive.

Mrs. Wright met with the City Manager of Rio Vista. Although it was not a formal meeting, they were able to make introductions and have the opportunity to talk about the growth in Rio Vista and on the impact the District based with this growth. Mrs. Wright also mentioned that they spoke of the athletic fields throughout the city.

Mrs. Wright joined the Superintendent of the River Charters Schools, Steve Lewis, for a walk through of the Delta Elementary Charter School (DECS) campus to discuss their needs. She also attended their Board meeting on Monday, August 12th to obtain current information on their district.

Mrs. Wright gave the Board a list of upcoming events in the district, including the new Local Control Accountability Plan (LCAP) collaborative meeting groups that are being established for each goal in the District's LCAP. She invited the Board as well as the community members to be involved in one or more of the groups.

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 Monthly Financial Report - Elizabeth Keema-Aston reported she has included the estimated beginning balances from the estimated actuals from the budget report. The balances will be adjusted on the unaudited actuals after the FY2018-2019 books have been closed. Fiscal year 2019-2020 has just begun so little activity is shown on the financial report this month.

9.2.2 Governor's Budget 45 Day Revise – Elizabeth Keema-Aston reported that the changes to the Governor's 2019-2020 Budget included a reduction in the LCFF COLA from 3.46% to 3.26%, a reduction in the PERS rate from 20.733% to 19.721% and the Lottery funding will have an increase of \$2.00 per adjusted ADA for Unrestricted funds as well as a \$1.00 increase for Restricted funds. The STRS rate has not changed from the rate used to establish the District's Adopted Budget. The overall cumulative impact of these changes was less than \$20,000. These changes will be updated in the budget at First Interim.

9.2.3 Maintenance, Operations & Transportation Update – Ken Gaston reported that the maintenance staff had a busy summer. Currently, they are working on air conditioning units at all of the District's campuses. Mr. Gaston informed the Board and public that years ago the district received a grant from Pacific, Gas & Electric (PG&E) and by accepting this grant we agreed to keep our thermostats set at a certain temperature, which changes in each of the seasons. The District is audited twice a year to make sure we are abiding within the parameters set in the grant. The District will be held to these standards for one more year. Several of our air conditioning units are old and are working at capacity. With the temperatures reaching over 100 degrees the units may not be able to bring the temperature down as low as desired.

Mr. Gaston delivered some good news. The District has been awarded a \$60,000 grant from the California Air Resources Board (CARB). The District has a partial match of \$40,000 which Mr. Gaston reserved funds from his budget to carry over to this year to meet requirements. The District is waiting to hear when the funds will be received. The grant is specific to what can be purchased with these funds. Mr. Gaston noted that when the application was sent in for the grant a request was made for these funds to be used to purchase maintenance trucks and a tractor.

Mr. Gaston reported that the District has several vehicles and busses that need to be eliminated from inventory; some of which are non-operational and the cost of repairs on others far exceeds their value. He noted that several of the vehicles are on this evening's agenda to surplus and others will follow in the next few months.

Mr. Gaston mentioned that summer projects were challenging due to the number of summer time programs at each site.

Mr. Gaston reported that it has been determined that the Delta Elementary Charter School is not hooked into a septic system. The District, Yolo County and DECS are working on a solution to the issue.

Mr. Gaston named a few incidents of the vandalism that have occurred during the summer such as cutting of gates and locks, leaning ladders on fences stretching and bending the fencing, cutting and dragging of soccer goals across the fields.

Mr. Gaston reported that this time of year brings high outdoor temperatures and wasps to the area. He has issued a heat warning to any of his employees that work outside for the next few days with a reminder to drink plenty of water and take breaks out of the sun. His staff is working hard to eliminate the wasp issue as much as they can.

Mr. Gaston reminded everyone that at the beginning of the school year transportation has always been somewhat of an issue. Each year it is unforeseen how many students will be transported and which bus a student will be riding until they are standing at the bus stop for pick up. This year in particular multiple rounds have been made to accommodate the students riding the same route. Changes are being made daily to the bus routes and schedules until these issues can be resolved.

Member Fernandez thanked Mr. Gaston for the parking lot at Delta High School. She was happy to see that parking spaces were defined with painted lines. Member Stone shared with Mr. Gaston that the students at Walnut Grove Elementary School were playing on the newly paved playground and they were ecstatic. She thanked him for his efforts. Member Mahoney commented that the driveway at D.H. White School turned out great. Member Fernandez stated that the little things make a big impact.

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

- 9.3.1 Educational Services and Special Education Updates – Nicole Latimer made a presentation on what the Educational Services Department has been working on during the summer in preparation for the beginning of the new school year. The Board was pleased with the dissemination of the presentation including the photos.
- 9.3.2 Williams' Settlement Public Notification regarding sufficiency of teachers, facilities, textbooks and instructional materials – Fourth Quarter (April - June) – Nicole Latimer reported that the district did not have any insufficiencies in the district during the fourth reporting quarter.

9.4 Annual report by School Nurses about health services provided throughout the District – Holly Pauls, RN and Angela Patin, RN the two District nurses, gave the presentation on the services they provide, the challenges they face each day as well as the kinds of services that are provided annually through out the district. Former District nurse, Linda Van DeMeale, who currently provides reproductive health instruction to our district students, gave a brief recap of the curriculum that is provided to the student and at what grade level it is offered. The Board thanked all the nurses with their services.

9.5 Delta Unified Teacher's Association (RDUTA) Update – Bill Hodges, RDUTA President and teacher at River Delta Community Day School introduced himself to the Board. He mentioned that he had the pleasure of meeting the Mrs. Wright over the summer and is looking forward to working with her. He had the opportunity of meet several of the educators over the summer and mentioned that he has received some concerns from the staff. One of the concerns voiced was the need for more time at the beginning of the school year to prepare their classrooms. Staff was pleased with the pre-services workshop presentation. Mr. Hodges mentioned that he would love to have the Board members visit his classroom.

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

10. **Consent Calendar**

10.1 Approve Board Minutes

Regular Meeting of the Board, June 25, 2019

Special Meeting of the Board, July 17, 2019

10.2 Receive and Approve Monthly Personnel Report

As of August 13, 2019

- 10.3 District's Monthly Expenditure Report
June and July 2019
- 10.4 Request to approve the Independent Contract with Dora Dome Law to provide trainings for the River Delta USD administrative staff and their designees for educational, legal compliance and loss-prevention purposes, at a cost not to exceed \$10,000 Special Education and General Funds – Katherine Wright
- 10.5 Request to approve the Professional Expert Agreement with (Denise Stine) to provide Psychology services for the 2019-2020 school year at a cost not to exceed \$15,000 - Special Educational Funds – Nicole Latimer
- 10.6 Request to approve the Professional Expert Agreement with (Collette Da Cruz) to provide nursing services for the 2019-2020 school year at a cost not to exceed \$5,000 - General Funds – Nicole Latimer
- 10.7 Request to declare as surplus District vehicles that are non-operational or the cost of repairs are higher than their value – Ken Gaston
- 10.8 Request to approve the Master Plan for English Learner Success for the 2019-2020 school year – Nicole Latimer
- 10.9 Request to approve the 2019-2020 General Agreement for Nonpublic, Nonsectarian School/Agency (Jabbergym Inc.) to provide physical therapy services for district students at a cost not to exceed \$10,000, Special Education Funds – Nicole Latimer
- 10.10 Request to approve the Independent Contract for Services Agreement with Lisa Cesario, Retired Superintendent from Las Lomitas School District to provide district Leadership coaching during the 2019-2020 school year – at a cost not to exceed \$10,000 from General Funds - Katherine Wright
- 10.11 Request approval to apply for the BIIG-K12HSN Grant – Wave 5 for internet connectivity improvement districtwide – Elizabeth Keema-Aston
- 10.12 Donations to Receive and Acknowledge:

Walnut Grove Elementary School – Summer Program Swimming Lessons

Mary and Daniel Wilson \$800
Elizabeth Keema-Aston \$80
Liz Pauls-Diede \$80
The Tyler Uslan Foundation \$1200
Lynne Imel \$80
James and Sally Christie \$160
Richard and Rebecca Elliot \$80
Wilcox Agri Products \$100
Chuck Joy Trust \$100
Caroline G. Werder \$160
John Allerson (in memory of Gary Enger) \$80
Tim Ogleby \$160
Carina Palafox \$160
Susan and Calvin Jones \$80
Industrial Optics \$500
CA Delta Real Estate: Doris Specht \$25

Member Stone moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

Member Fernandez acknowledged those who donated and thanked them for their continuing support. Member Fernandez also stated that she feels the summer swim program is very important in our communities. Member Stone mentioned that each one of the students that attended the swim program received a lifejacket from a gracious donor. Mrs. Wright added that swimming suits and towels were also donated to the program.

With the approval of the Consent Calendar, Superintendent Wright introduced Jane Cronin, as the new Vice Principal of Rio Vista High School. Mrs. Wright also introduced the new principal of Isleton Elementary School Stacy Wallace who was formally approved at a Special Board meeting held on July 17, 2019.

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 to approve the Notice of Completion for the Rio Vista High School Access Road Asphalt Paving Repairs – Ken Gaston

Member Olson moved to approve, Member Elliott seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

12. Request to approve the Notice of Completion for the Delta High School Parking Lot Asphalt Paving Repairs – Ken Gaston

Member Olson moved to approve, Member Elliott seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

13. Request to approve the Notice of Completion for the Walnut Grove Elementary School Playground Asphalt Paving Repairs – Ken Gaston

Member Casillas moved to approve, Member Stone seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

14. Request to approve Resolution #769 authorizing temporary inter-fund transfers of Special or Restricted Monies for FY 2019-2020 – Elizabeth Keema-Aston

Member Olson moved to approve, Member Riley seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

15. Request to approve the contract with Government Financial Strategies, Inc. for financial advisory services in connection to planning the 2020 General Obligation Bond Measure, post-election and pre-bond issuance services and the issuance of bonds following a successful General Obligation Bond Measure – \$23,500 for Planning and \$9,500 for Post-Election Services – Unrestricted General Funds - Elizabeth Keema-Aston

Member Fernandez moved to approve with the understanding that funds will not be spent until the facility needs assessment has been reviewed and approved, Member Mahoney seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

16. Re-Adjourn to continue Closed Session, if needed – Board President reported that re-adjourning to Closed Session was not necessary.

17. Report of Action taken, if any, during continued Closed Session (Government Code Section 54957.1) - Board President Fernandez reported Closed Session was not necessary – no actions to report.

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

Member Riley moved to approve, Member Olson seconded. Motion carried 7 (Ayes: Fernandez, Olson, Riley, Stone, Elliott, Casillas, Mahoney): 0 (Nays): 0 (Absent)

The meeting was adjourned at 8:09 p.m.

Submitted:

Approved:

Katherine Wright, Superintendent and
Secretary to the Board of Trustees

Marilyn Riley, Clerk, Board of Trustees

By: Jennifer Gaston, Recorder
End

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

445 Montezuma Street
Rio Vista, California 9457-1561

SPECIAL BOARD AGENDA BRIEFING

Meeting Date: September 10, 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:

Katherine Wright, 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: Sept. 10, 2019

NAME	SCHOOL OR DEPARTMENT	NEW OR CURRENT POSITION	TRANSACTION, EFFECTIVE AT
			*CLOSE OF THE DAY
			**BEGINNING OF THE DAY
ADMINISTRATIVE			
CERTIFICATED			
CLASSIFIED MANAGEMENT			
CLASSIFIED			
Kaye Mooney	Walnut Grove Elem.	Inst. Asst. I .75 hrs/day	Hired **8/8/19 (Vice Geovotie Holladay)
Chris Slape	State Preschool	Asst. Preschool Teacher 7 hrs/day	Hired *8/19/19 (Vice Jessica Hardwick)
Marshelle Cutshaw	Transportation	Van Driver 2.25 hrs/day	Resigned *8/30/19
Marshelle Cutshaw	Isleton Elementary	Inst. Asst. III 6.5 hrs/day	Hired effective **9/2/19 (Vice Alma Alexander)
Maria Rivera-Garcia	Walnut Grove 1st 5	Inst. Asst. II Parent Adv. 20 hrs/wk	Hired effective **8/29/19 (NEW)
Ernest (Tony) Bettencourt	Maintenance	Utility Worker 1.0 FTE	Hired effective **9/3/19 (Jacob Bartels)
Robert Gifford	Maintenance	Utility Worker 1.0 FTE	Hired effective **9/2/19 (NEW)

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 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 summary report as submitted.

Time allocated: 2 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: Wed, Sep 04, 2019, 11:21 AM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014567 ADMINISTRATIVE SOFTWARE APPLIC 1310 HOLLENBECK AVE SUNNYVALE, CA 94087 (877) 845-4005 N	2,174.00	28096 WIND RIVER ASAP RENEWAL	08/22/2019	20307167 PO-200358	2,174.00	N
014952 AERIES SOFTWEAR 770 THE CITY DR S #6500 ORANGE, CA 92868 (0) - 0 N	15,124.00	M&S 6911 AERIES SERV AGRMNT	08/01/2019	20304216 PO-200321	15,124.00	N
014953 AMERICAN VALLEY WASTE OIL PO BOX 340 DELHI, CA 95315 (0) - 0 N	55.00	175438 HAZARDOUS WASTE	08/06/2019	20304777 PV-200031	55.00	N
014529 APPLE EDUCATION 5300 RIATA PARK CRT. BLDG C AUSITN, TX 78727 (512) 674-6821 N	672.92	AA34207874 SP ED IPAD AA33460866 SP ED IPAD CRDS	08/29/2019 08/29/2019	20308445 PO-200135 20308445 PO-200135	522.92 150.00	N N
013873 ARIAS, CARMEN 16211 GRAND ISLAND RD WALNUT GROVE, CA 95690 () - N	80.39	MAINT MILEAGE	08/22/2019	20307210 TC-200016	80.39	N
014294 ARROW STRIPE INC. 20085 FAIRWAY COURT WOODBIDGE, CA 95258 (209) 334-9134 N	2,150.00	2297 MAINT PAVEMENT PAINT WG	08/22/2019	20307193 PV-200089	2,150.00	N
014367 BANK OF AMERICA PO BOX 15796	12,684.24	WG RANDALL HOTEL SP ED WALLACE AIRFARE	08/20/2019 08/20/2019	20306645 PO-200000 20306645 PO-200045	321.20 379.96	N N

WILMINGTON, DE 19886-5710

(0) - 0 N

MAINT SUPPLIES	08/20/2019	20306645	PO-200053	197.76	N
MAINT SUPPLIES	08/20/2019	20306645	PO-200054	8.73-	N
MAINT SUPPLIES	08/20/2019	20306645	PO-200054	8.73	N
MAINT SUPPLIES	08/20/2019	20306645	PO-200054	107.43	N
SUPT SUPPLIES NAMEPLATES	08/20/2019	20306647	PO-200062	120.72	N
ED SV ADAPTER	08/20/2019	20306645	PO-200091	15.31	N
ED SV BOOKS	08/20/2019	20306645	PO-200098	250.74	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099

014367 BANK OF AMERICA (Continued...)		ED SV BOOKS	08/20/2019	20306645	PO-200099	142.40	N
		ED SV BOOKS	08/20/2019	20306645	PO-200102	52.59	N
		ED SV BOOKS	08/20/2019	20306645	PO-200102	647.25	N
		ED SV BOOKS	08/20/2019	20306645	PO-200102	52.59	N
		MAINT SPRINKLER PARTS	08/20/2019	20306645	PO-200103	2,232.78	N
		ED SV SURFACE PRO CASE	08/20/2019	20306645	PO-200111	2.36	N
		ED SV SURFACE PRO CASE	08/20/2019	20306645	PO-200111	28.99	N
		ED SV SURFACE PRO CASE	08/20/2019	20306645	PO-200111	2.36	N
		RVHS VGA PRINTER	08/20/2019	20306645	PO-200116	323.29	N
		RVHS VGA CABLES	08/20/2019	20306645	PO-200122	15.13	N
		MAINT SUPPLIES	08/20/2019	20306645	PO-200132	46.69	N
		MAINT SUPPLIES	08/20/2019	20306645	PO-200133	479.25	N
		RVHS TV MOUNTS	08/20/2019	20306645	PO-200134	163.99	N
		RVHS TV MOUNTS	08/20/2019	20306645	PO-200134	13.32	N
		RVHS TV MOUNTS	08/20/2019	20306645	PO-200134	13.32	N
		SP ED SUPPLIES	08/20/2019	20306645	PO-200136	58.37	N
		SP ED SUPPLIES	08/20/2019	20306645	PO-200140	61.74	N
		SP ED PRINTER RMS	08/20/2019	20306645	PO-200143	247.61	N
		RVHS PROJECTORS	08/20/2019	20306645	PO-200144	1,806.72	N
		ED SV AP SMMR INST REGIST	08/20/2019	20306645	PO-200183	2,550.00	N
		CAFE BUS OFF DEPOSIT BAGS	08/20/2019	20306646	PO-200184	150.93	N
		WG SUPPLIES	08/20/2019	20306645	PO-200200	409.78	N
		ED SV ELPAC CONF	08/20/2019	20306645	PO-200313	450.00	N
		K WRIGHT CARSNET CONF	08/20/2019	20306645	PO-200331	346.42	N
		LATIMER AVID FLIGHT	08/20/2019	20306645	PO-200342	302.93	N
		MAINT SUPPLIES	08/20/2019	20306645	PO-200432	98.88	N
		SP ED CONF HYATT HOTEL LONG BC	08/20/2019	20306648	PV-200087	727.97	N

012586 BAY ALARM	13,913.48	DHW CAMERA	08/06/2019	20304768	PO-200248	570.00	N
60 BERRY DRIVE		RMS CAMERA	08/06/2019	20304768	PO-200264	486.96	N
PACHECO, CA 94553		BATES ALARM	08/06/2019	20304778	PV-200032	360.09	N
		RMS ALARM	08/06/2019	20304778	PV-200032	393.81	N
(209) 465-1986		BATES ALARM	08/06/2019	20304778	PV-200032	236.16	N
	N BALCO HOLDINGS	DW ALARM	08/06/2019	20304778	PV-200032	3,874.03	N
		RVHS ALARM	08/06/2019	20304778	PV-200032	2,038.18	N
		RVHS ALARM	08/06/2019	20304778	PV-200032	231.57	N
		RVHS ALARM	08/06/2019	20304778	PV-200032	342.96	N
		DO ALARM	08/06/2019	20304778	PV-200032	546.75	N
		DW ALARM	08/08/2019	20305131	PV-200047	2,166.05	N
		ISLE ALARM	08/29/2019	20308463	PO-200069	98.41	N
		RVHS ALARM	08/29/2019	20308481	PV-200105	407.55	N
		BATES ALARM	08/29/2019	20308481	PV-200105	406.16	N
		DO ALARM	08/29/2019	20308481	PV-200105	192.15	N

DW ALARM
ISLE ALARM

08/29/2019 20308481 PV-200105
08/29/2019 20308481 PV-200105

1,094.08 N
468.57 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011231 BECERRA, MARIA ELENA PO BOX 98 COURTLAND, CA 95615 (0) - 0 N	108.44	BATES CONF REIMB	08/22/2019	20307211 TC-200017	108.44	N
014927 BRITTINGHAM, MARY ANN 1530 INDIAN SPRINGS RD PINE BUSH, NY 12566 (845) 744-3213 Y	7,500.00	191312 ED SV PROF DEVELP	08/13/2019	20305700 PV-200066	7,500.00	Y
012497 BUSWEST 21107 CHICO STREET CARSON, CA 90745 (209) 531-3928 N	766.34	#102011 TRANS PARTS	08/08/2019	20305118 PO-200161	766.34	N
014951 CA STATE UNIVERSITY FRESNO CASHIERING SERVICES JOYAL ADMI 5150 N. MAPLE AVE M/S: JA58 FRESNO, CA 93740-8026 (0) - 0 N	900.00	DHS J. JIMENEZ SCHOLARSHIP DHS J. JIMENEZ SCHOLARSHIP	08/01/2019 08/01/2019	20304217 PO-200306 20304217 PO-200308	500.00 400.00	N N
001288 CAGE, AMY 15020 REYNOSA DR. RANCHO MURIETA, CA 95683 () - N	156.52	BATES CONF REIMB	08/22/2019	20307212 TC-200018	156.52	N
003681 CALIFORNIA AMERICAN WATER P.O. BOX 7150 PASADENA, CA 91109-7150 (888) 237-1333 N	795.56	WG WATER WG WATER WG WATER	08/15/2019 08/15/2019 08/15/2019	20306231 PV-200074 20306231 PV-200074 20306231 PV-200074	332.41 253.50 209.65	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012079 CALIFORNIA CLEAR BOTTLED P.O. BOX 981 14410 W.G. THORNTON RD WALNUT GROVE, CA 95690 (916) 776-1544	132.25	ZRI007 RMS WATER ZBA006 BATES WATER ZM0002 MOKE WATER	08/22/2019 08/22/2019 08/22/2019	20307169 PO-200262 20307169 PO-200273 20307169 PO-200280	79.75 17.50 35.00	7 7 7
						Y
002344 CALIFORNIA LABORATORY SERVICES 3249 FITZGERALD ROAD RANCHO CORDOVA, CA 95742 (800) 638-7301	315.00	MAINT WATER TESTING MAINT WATER TESTING	08/08/2019 08/29/2019	20305119 PO-200181 20308464 PO-200181	175.00 140.00	N N
						N GLOBAL LABS IN
013491 CALIFORNIA LEAGUE OF HS 6621 E. PACIFIC COAST HWY STE 210 LONG BEACH, CA 90803 (562) 430-3136	439.00	SUMMER 19 RANDALL CONF	08/29/2019	20308446 PO-200001	439.00	N
						N
012268 CALIFORNIA WASTE RECOVERY SYSTEMS 175 ENTERPRISE CT STE #A GALT, CA 95632-9047 (209) 369-6887	1,134.68	ISLE WASTE	08/15/2019	20306232 PV-200075	1,134.68	N
						N
010576 CAMACHO, REFUJIO 200 PRIMASING AVE P.O. BOX 553 COURTLAND, CA 95615 (0) - 0	18.56	WG MILEAGE	08/06/2019	20304792 TC-200007	18.56	N
						N
014240 CAPITAL ONE PUBLIC FUNDING 275 BROADHOLLOW ROAD MELVILLE, NY 11747 (855) 675-1212	201,074.76	5089314 SHEA HOME REPAYMENT 5089314 SHEA HOME REPAYMENT	08/15/2019 08/15/2019	20306244 PV-200086 20306244 PV-200086	145,607.87 55,466.89	N N
						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014626 CAREER CRUISING TORONTO ON M4S 1Y5 CANADA, (800) 965-8541	3,815.00	26884 CTEIG CAREER SOFTWARE	08/22/2019	20307166 PO-200405	3,815.00	N
014547 CASEY, NICHOLAS 2318 Windy Springs LN BRENTWOOD, CA 94513 (0) - 0	63.91	DHW SUPPLIES	08/22/2019	20307170 PO-200209	63.91	N
012184 CDE P.O. BOX 515006 SACRAMENTO, CA 95851-5006 () -	637.15	FED INT PROG 3010 APR-JUN 19	08/22/2019	20307194 PV-200097	637.15	N
002616 CDT INC 250 N GOLDEN CIRCLE DRIVE SUITE 210 SANTA ANA, CA 92705 (562) 986-4200	167.00	46961 DOT DRUG TESTING 47064 DOT DRUG TESTING	08/13/2019 08/22/2019	20305701 PV-200067 20307195 PV-200094	66.00 101.00	N N
003380 CENTRAL VALLEY WASTE SERVICE INC P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	2,292.58	TRANS WASTE MOKE WASTE WG WASTE BATES WASTE	08/08/2019 08/08/2019 08/08/2019 08/08/2019	20305132 PV-200048 20305132 PV-200048 20305132 PV-200048 20305132 PV-200048	132.58 79.52 877.51 1,202.97	N N N N
011425 CHESS AIR INC 178 OXBOW MARINA DRIVE ISLETON, CA 95641 (916) 777-7847	242.50	190814-004 MAINT HVAC REPAIR	08/29/2019	20308482 PV-200106	242.50	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013908 CIT TECHNOLOGY FINANCING SERVICES INC PO BOX 1638 LIVINGSTON, NJ 07039	525.52	33699984 CMS LEASE 33831843 CMS LEASE	08/06/2019 08/22/2019	20304779 PV-200033 20307171 PO-200440	262.76 262.76	N N
(0) - 0						N
000201 CITY OF ISLETON P.O. BOX 716 101 SECOND STREET ISLETON, CA 95641	411.05	75243 ISLE SEWER	08/08/2019	20305120 PO-200121	411.05	N
(916) 777-7770						N
000077 CITY OF RIO VISTA 1 MAIN STREET RIO VISTA, CA 94571	15,622.36	DHW WATER DO WATER RVHS WATER RVHS SEWER RMS SEWER DO SEWER RMS WATER	08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019	20306233 PV-200076 20306233 PV-200076 20306233 PV-200076 20306233 PV-200076 20306233 PV-200076 20306233 PV-200076 20306233 PV-200076	393.35 179.42 4,007.35 7,928.42 1,408.08 172.84 1,532.90	N N N N N N N
(0) - 0		N RIO VISTA FIRE				N
014088 CLINE, SUZANNE 501 CALIFORNIA ST RIO VISTA, CA 94571	64.16	ISLE PRESCL SUPPLIES	08/01/2019	20304225 TC-200006	64.16	N
(0) - 0						N
014954 CONFERENCE MICROPHONE 7235 NW 19TH CT HOLLYWOOD, FL 33024	28,663.16	IN-16782 BRD MTNG EQUIP IN-16782 BRD MTNG EQUIP	08/08/2019 08/08/2019	20305115 PO-200287 20305115 PO-200287	12,157.16 16,506.00	N N
(0) - 0						N
014215 CONTEERRA ULTRA BROADBAND PO BOX 281357 ATLANTA, GA 30384-1357	1,800.22	DW NETWORK DW NETWORK	08/08/2019 08/08/2019	20305133 PV-200049 20305133 PV-200049	16,905.07 15,104.85-	N N
(704) 936-1722						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
001621 COURTLAND MARKET INC 11711 HWY 160 PO BOX 156 COURTLAND, CA 95615 (0) - 0 N	270.15	BATES SUPPLIES	08/29/2019	20308465 PO-200272	270.15	N
011107 COURTLAND TRUCK WORKS 12019 HWY 160 COURTLAND, CA 95615 (916) 775-1633 N	840.81	9148 TRANS REPAIRS	08/22/2019	20307172 PO-200153	840.81	N
014569 CPI 10850 W. PARK PLACE SUITE 600 MILWAUKEE, WI 53224 (888) 426-2184 N	797.12	CUS0196131 SP ED SUPPLIES IUS049452 MMBRSHIP DUES	08/22/2019 08/29/2019	20307196 PV-200090 20308483 PV-200107	647.12 150.00	N N
014950 CUE INC 877 YNGACIO VALLEY RD STE #200 WALNUT CREEK, CA 94596 (0) - 0 N	299.00	80103 WG WOOTON CONF	08/01/2019	20304218 PO-200311	299.00	N
013476 CURRICULUM ASSOCIATES 153 RANGEWAY RD NORTH BILLERICA, MA 01862 (800) 225-0248 Y	2,146.53	90599544 WG SUPPLIES	08/29/2019	20308447 PO-200286	2,146.53	Y
014961 CUSTOMLANYARD 16107 KENSINGTON DR #172 SUGAR LAND, TX 77479 (844) 877-8930 N	206.10	220400417 DHW LANYARDS 220400417 DHW LANYARDS 220400417 DHW LANYARDS	08/29/2019 08/29/2019 08/29/2019	20308462 PO-200443 20308462 PO-200443 20308462 PO-200443	16.75 16.75 206.10	N N N
013876 DATAPATH	16,079.65	143107 DW IT SERVICES	08/06/2019	20304769 PO-200010	114.83	N

PO BOX 396009
SAN FRANCISCO, CA 94139

(888) 693-2827 N

143107	DW IT SERVICES	08/06/2019	20304769	PO-200010	114.83	N
143107	DW IT SERVICES	08/06/2019	20304769	PO-200010	10,908.85	N
143107	DW IT SERVICES	08/06/2019	20304769	PO-200010	114.83	N
143107	DW IT SERVICES	08/06/2019	20304776	PO-200010	229.66	N
142921	RVHS SURFACE PRO	08/13/2019	20305686	PO-200055	716.33	N
142921	RVHS AG SURFACE PRO	08/13/2019	20305686	PO-200055	716.32	N
142941	WG CHROMBOOKS-10	08/22/2019	20307153	PO-200017	3,164.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013722 DE LAGE LANDEN PUBLIC FINANCE 1111 OLD EAGLE SCHOOL ROAD WAYNE, PA 19087 (800) 736-0220 N	2,402.75	64450238 F5 LEASE 64291835 BATES LEASE 64599053 BUS OFF SAVIN LEASE 64585244 DO SAVIN LEASE 64585244 DO SAVIN LEASE 64847824 ED SV SAVIN LEASE 64847824 ED SV SAVIN LEASE 64703288 PROPERTY TAX 64703321 PROPERTY TAX 64703307 PROPERTY TAX	08/08/2019 08/13/2019 08/22/2019 08/22/2019 08/22/2019 08/29/2019 08/29/2019 08/29/2019 08/29/2019 08/29/2019	20305121 PO-200236 20305702 PV-200068 20307173 PO-200078 20307173 PO-200079 20307173 PO-200079 20308466 PO-200077 20308466 PO-200077 20308484 PV-200108 20308484 PV-200108 20308484 PV-200108	165.67 746.72 176.51 169.36 500.00 100.00 286.68 136.68 57.46 63.67	N N N N N N N N N N
002819 DELTA CARE DEPT #0170 LOS ANGELES, CA 90084-0170 (0) - 0 N	357.36	AUGUST 2019 SUMMER HEALTH PREM AUGUST 2019 SUMMER HEALTH PREM	08/06/2019 08/06/2019	20304780 PV-200035 20304780 PV-200035	138.39 218.97	N N
012807 DELTA ELEMENTARY CHARTER SCHOOL 36230 N SCHOOL ST CLARKSBURG, CA 95612 (916) 995-1335 N	124,094.00	AUGUST TAX IN LIEU	08/06/2019	20304781 PV-200036	124,094.00	N
013116 DEPARTMENT OF TOXIC SUBSTANCES CONTROL P.O. BOX 806 SACRAMENTO, CA 95812-0806 (916) 323-3251 N	457.50	VQ#201926179 EPA FEES	08/22/2019	20307197 PV-200091	457.50	N
014466 DIESEL EMISSIONS SERVICE 4522 PARKER AVE #200 MCCLELLAN, CA 95652 (916) 473-7393 N	98.46	4-28511 TRANS PARTS	08/08/2019	20305134 PV-200050	98.46	N
014067 DISCOVERY OFFICE SYSTEMS 1269 CORPORATE CENTER PARKWAY	287.55	55E1519174 WG CONTRACT 55E1516138 BATES CONTRACT	08/08/2019 08/08/2019	20305122 PO-200003 20305122 PO-200265	33.28 63.58	N N

SANTA ROSA, CA 95407

55E1517665 ISLE CONTRACT 08/08/2019 20305122 PO-200295 50.50 N
55E1523456 ISLE COPIER CONTRAC 08/29/2019 20308467 PO-200295 140.19 N

(707) 570-1000

N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012452 DOLK, HEATHER 311 CHARDONNAY WAY RIO VISTA, CA 94571 (707) 374-4836	93.32	ISLE SUPPLIES	08/13/2019	20305708 TC-200012	93.32	N
000116 DS WATERS OF AMERICA INCS 5660 NEW NORTHSIDE DRIVE SUITE 500 ATLANTA, GA 30328 (0) - 0	138.37	5005834 DO WATER	08/22/2019	20307192 PV-200088	138.37	N
		N DS WATERS OF A				
010469 E.F. KLUDT & SONS INC P.O. BOX 166 LODI, CA 95241-0166 (0) - 0	10,042.77	254059 TRANS FUEL 254395/254332 TRANS FUEL 253283/254654 TRANS FUEL 254116/253627 TRANS OIL	08/13/2019 08/22/2019 08/29/2019 08/29/2019	20305693 PO-200151 20307174 PO-200151 20308468 PO-200151 20308468 PO-200164	2,240.36 3,524.67 4,147.68 130.06	N N N N
014414 EASY ENGLISH TIMES PO BOX 5614 NAPA, CA 94581 (707) 253-9641	112.00	4457 WIND RIVER NEWSPAPER 4457 WIND RIVER NEWSPAPER 4457 WIND RIVER NEWSPAPER	08/22/2019 08/22/2019 08/22/2019	20307168 PO-200403 20307168 PO-200403 20307168 PO-200403	112.00 9.10 9.10	N N N
010042 EMIGH, JENNIFER 315 RANIER COURT RIO VISTA, CA 94571 (0) - 0	21.24	DHW KINDER SUPPLIES	08/29/2019	20308489 TC-200031	21.24	N
001498 EMPLOYMENT DEVELOPMENT DEPT P.O. BOX 2482 SACRAMENTO, CA 95812-2482 (916) 653-5380	388.90	L1703103584 SEF LOCAL EXP CHRG	08/08/2019	20305136 PV-200051	388.90	N
013563 FARRELL, DONALD	25.00	SD#450305	08/13/2019	20305709 TC-200013	25.00	N

307 BRANCHWOOD DRIVE
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
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011339 FRONTIER COMMUNICATIONS CORPORATION THREE HIGH RIDGE PARK STAMFORD, CT 06905	3,781.87	WG	08/15/2019	20306234 PV-200077	93.63	N
		CMS	08/15/2019	20306234 PV-200077	51.68	N
		RVHS	08/15/2019	20306234 PV-200077	224.30	N
		TRANS ALARM	08/15/2019	20306234 PV-200077	56.64	N
		TRANS	08/15/2019	20306234 PV-200077	52.33	N
(0) - 0 N		CMS ALARM	08/15/2019	20306234 PV-200077	66.95	N
		DO	08/15/2019	20306234 PV-200077	1,070.11	N
		MAINT	08/15/2019	20306234 PV-200077	45.39	N
		DO	08/15/2019	20306234 PV-200077	146.77	N
		TRANS	08/15/2019	20306234 PV-200077	66.51	N
		DHW ALARM	08/15/2019	20306234 PV-200077	124.67	N
		BATES ALARM	08/15/2019	20306234 PV-200077	66.95	N
		RVHS ALARM	08/15/2019	20306234 PV-200077	124.67	N
		RMS	08/15/2019	20306234 PV-200077	265.17	N
		MAINT	08/15/2019	20306234 PV-200077	108.03	N
		MAINT	08/15/2019	20306234 PV-200077	39.51	N
		RMS	08/15/2019	20306234 PV-200077	95.53	N
		MOKE ALARM	08/15/2019	20306234 PV-200077	124.67	N
		MOKE	08/15/2019	20306234 PV-200077	66.95	N
		ISLE ALARM	08/15/2019	20306234 PV-200077	66.95	N
		ISLE	08/15/2019	20306234 PV-200077	157.43	N
		RVHS	08/15/2019	20306234 PV-200077	175.81	N
		ISLE	08/15/2019	20306234 PV-200077	113.95	N
		DHW	08/15/2019	20306234 PV-200077	95.39	N
		RMS	08/15/2019	20306234 PV-200077	95.53	N
		RMS	08/15/2019	20306234 PV-200077	119.40	N
		WG ALARM	08/15/2019	20306234 PV-200077	66.95	N
<hr/>						
013921 FUN & FUNCTION LLC PO BOX 11 MERION STATION, PA 190066	372.66	389709 SP ED SUPPLIES	08/29/2019	20308448 PO-200141	372.66	7
(800) 231-6329 Y						
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003905 GASTON, JENNIFER 329 SACRAMENTO ST RIO VISTA, CA 94571	178.59	BUSINESS CARDS	08/06/2019	20304793 TC-200008	35.72	N
		BUSINESS CARDS	08/06/2019	20304793 TC-200008	35.72	N
		BUSINESS CARDS	08/06/2019	20304793 TC-200008	35.72	N
		BUSINESS CARDS	08/06/2019	20304793 TC-200008	35.71	N
(0) - 0 N		BUSINESS CARDS	08/06/2019	20304793 TC-200008	35.72	N
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014828 GASTON, KEN	2,091.55	MAINT SUPPLIES	08/22/2019	20307175 PO-200430	2,091.55	N

329 SACRAMENTO STREET
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014234 GIRARD EDWARDS STEVENS & TUCKER LLP., ATTORNEYS AT LAW 8801 FOLSOM BLVD STE 285 SACRAMENTO, CA 95826	9,267.50	2099 ATTY FEES 2099 ATTY FEES 1935 ATTY FEES 1935 ATTY FEES	08/13/2019 08/13/2019 08/22/2019 08/22/2019	20305703 PV-200069 20305703 PV-200069 20307198 PV-200092 20307198 PV-200092	550.00 6,845.00 1,182.50 690.00	Y Y Y Y
(916) 706-1255						Y
014830 GOMEZ-MORENO, FELIPE 4577 UNDERWOOD WAY SACRAMENTO, CA 95823	55.00	DHS CONF REIMB	08/22/2019	20307213 TC-200019	55.00	N
(916) 207-8084						N
003598 GRAINGER 3691 INDUSTRIAL BLVD WEST SACRAMENTO, CA 95691-3479	93.96	MAINT SUPPLIES MAINT SUPPLIES	08/08/2019 08/22/2019	20305123 PO-200170 20307176 PO-200170	58.05 35.91	N N
(916) 372-7800		N W.W. GRAINGER				
014573 GREAT AMERICA FINANCIAL SVCS PO BOX 660831 DALLAS, TX 75266-0831	1,377.67	25197642 CMS LEASE 25153750 DHS LEASE 25340309 DHS LEASE 25379562 CMS LEASE	08/06/2019 08/06/2019 08/22/2019 08/29/2019	20304770 PO-200316 20304770 PO-200339 20307177 PO-200339 20308469 PO-200316	276.70 375.38 415.64 309.95	N N N N
(877) 311-4422						N
013112 GREENFIELD LEARNING INC P.O. BOX 3024 HALF MOON BAY, CA 94019	14,700.00	8009 ED SV LEXIA SFTWRE	08/06/2019	20304760 PO-200040	14,700.00	N
(800) 726-1156						N
000711 GROW WEST PARTS 14301 RAILROAD AVE WALNUT GROVE, CA 95690-	151.70	13112 MAINT SUPPLIES	08/13/2019	20305704 PV-200070	151.70	N
(916) 776-1744		N THE LYMAN GROU				
014500 HAND IN HAND THERAPEUTICS	2,050.00	SP ED OCC THERAPY W/E 8/7	08/22/2019	20307178 PO-200289	700.00	Y

214 ELMWOOD AVE
MODESTO, CA 95354

SP ED OCC THERAPY W/E 8/23

08/29/2019 20308470 PO-200289

1,350.00 Y

(209) 604-8533

Y WAYNE STEVENSO

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014222 HCI AUDIOMETRICS 5272 JERUSALEM CT STE A MODESTO, CA 95356-9278 (800) 653-3277 N	190.00	1265484 AUDIOMETRICS CALIBRATN	08/08/2019	20305135 PV-200052	190.00	N
014965 HEARTSMART PO BOX 78908 MILWAUKEE, WI 53278-8908 (800) 422-8129 N	1,448.00	HS350461 ED SV AED HS350461 ED SV AED	08/22/2019 08/22/2019	20307154 PO-200406 20307154 PO-200406	500.00 948.00	N N
000185 HECHTMAN, LORELYN 59 BRUNING AVE. RIO VISTA, CA 94571 () - Y	18.00	STRS EXCESS CONTRBTN REFUND	08/08/2019	20305137 PV-200053	18.00	3
014681 HOANG, TRAM 8813 HIDDENSPRING WAY ELK GROVE, CA 95758 (0) - 0 N	122.65	BATES CONF REIMB	08/22/2019	20307214 TC-200020	122.65	N
003538 HOME DEPOT CREDIT SERVICES DEPT 32-2500439736 P.O. BOX 78047 PHOENIX, AZ 85062-8047 (0) - 0 N	1,444.67	MAINT SUPPLIES RVHS AG SUPPLIES RVHS AG SUPPLIES	08/22/2019 08/22/2019 08/22/2019	20307179 PO-200171 20307179 PO-200251 20307179 PO-200251	755.39 344.64 344.64	N N N
012272 HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY 222 BERKELEY STREET BOSTON, MA 02116 (800) 225-5425 N	1,419.48	710158497 ED SV BOOKS 954486165 ED SV BOOKS	08/22/2019 08/22/2019	20307155 PO-200376 20307155 PO-200380	728.34 691.14	N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014921 HUDDL 29775 NETWORK PLACE CHICAGO, IL 60673-1775 (402) 817-0060	100.00	499546 DHS SPORTS 499546 DHS SPORTS	08/13/2019 08/13/2019	20305705 PV-200071 20305705 PV-200071	50.00 50.00	N N
014939 ILLUMINATE EDUCATION 6531 IRVINE CENTER DRIVE #100 IRVINE, CA 92618 (949) 656-3133	8,800.00	39374 ED SV SPARCS SFTR LIC	08/13/2019	20305687 PO-200039	8,800.00	N
000215 INDEPENDENT COPY SERVICE 155 DELTA WAY RIO VISTA, CA 94571 (916) 743-2699	3,160.00	19-5359 RMS SERV CONTRACT 19-5360 ISLE COPIER CONTRACT	08/22/2019 08/29/2019	20307156 PO-200260 20308449 PO-200120	1,580.00 1,580.00	Y Y
011917 INDOFF 11816 LACKLAND AVENUE ST. LOUIS, MO 63146-4206 (707) 374-4037	1,655.78	3272539 MAINT DESK 3268057 BUS OFF CHAIR ARMS 3274249 RVHS SUPPLIES 3279889 RVHS SUPPLIES	08/06/2019 08/08/2019 08/13/2019 08/29/2019	20304761 PO-200186 20305116 PO-200008 20305694 PO-200123 20308472 PO-200125	1,043.50 64.88 51.04 496.36	N N N N
012926 INDOOR ENVIRONMENTAL SERVICES 1512 SILICA AVE SACRAMENTO, CA 95815-3312 (0) - 0	9,648.00	PM35524 ENERTY MNGR PROP 39	08/22/2019	20307199 PV-200095	9,648.00	N
000107 INLAND BUSINESS SYSTEMS 1500 NO. MARKET SACRAMENTO, CA 95834-1912 (916) 928-0770	180.54	IN397701 RVHS MAINT AGRMNT	08/29/2019	20308473 PO-200327	180.54	N
013919 JACOBSEN WEST 1170 NATIONAL DRIVE	761.04	91908969/91881166 MAINT PARTS 91912736 MAINT SUPPLIES	08/22/2019 08/29/2019	20307200 PV-200100 20308474 PO-200464	646.26 114.78	N N

SUITE 20
SACRAMENTO, CA 95834

(916) 419-2000

N TEXTRON INC

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014955 JOHNSON CONTRLS DEPT. CH 10320 PALATINE, IL 60055-0320	2,989.82	86020692 DHW FIRE ALARM REPAIR	08/08/2019	20305138 PV-200055	2,989.82	N
(0) - 0						N
010638 K-LOG INC 1224 W 27TH STREET PO BOX 5 ZION, IL 60099	2,344.20	19-295997-1 WG INSERVICE ED SV 19-295997-1 WG INSERVICE ED SV 19-295997-1 WG INSERVICE ED SV	08/22/2019 08/22/2019 08/22/2019	20307157 PO-200009 20307157 PO-200009 20307157 PO-200009	190.47- 190.47 2,344.20	N N N
() -						N
013940 KELLY MOORE PAINTS CO INC 10299 EAST STOCKTON BOULEVARD SUITE 101 ELK GROVE, CA 95758	342.47	214-R16381 MAINT SUPPLIES	08/08/2019	20305125 PO-200169	342.47	N
(650) 610-4370						N
011311 LA RUE COMMUNICATIONS 521 E. MINER AVE STOCKTON, CA 95202	330.00	6461 TRANS UHF SERVICE	08/08/2019	20305126 PO-200154	330.00	7
(209) 463-1900		Y LA RUE, KNOX J				
000203 LAKESHORE LEARNING MATERIALS 2695 E DOMINGUEZ STREET CARSON, CA 90895	1,131.64	4265160719 WG SUPPLIES	08/22/2019	20307158 PO-200189	1,131.64	N
(800) 424-4772						N
012569 LEARNING FOR LIVING INC 52 NIGHT HERON CHAPEL HILL, NC 27517	1,500.00	16341 RMS SUBSCRIPTION 16341 RMS SUBSCRIPTION	08/29/2019 08/29/2019	20308450 PO-200428 20308450 PO-200428	1,050.00 450.00	N N
(800) 874-1100						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014592 LEYERLY, KIM 228 S. 4TH STREET RIO VISTA, CA 94571 (0) - 0 N	13.50	DHS CONF REIMB	08/22/2019	20307215 TC-200021	13.50	N
000548 LIRAS SUPERMARKET 609 HWY 12 RIO VISTA, CA 94571 (707) 374-5399 N	567.05	#63 ISLE SUPPLIES #135 ED SV SUPPLIES #55 RVHS SUPPLIES	08/01/2019 08/08/2019 08/22/2019	20304226 CL-190209 20305127 PO-200049 20307181 PO-200127	391.31 63.64 112.10	N N N
013206 LOWE'S 8369 POWER INN ROAD ELK GROVE, CA 95624-3464 (866) 232-7443 N	493.71	MAINT SUPPLIES	08/22/2019	20307182 PO-200172	493.71	N
011365 MARTIN, RITA 222 SPOONBILL LANE GALT, CA 95632 (0) - 0 N	42.02	BATES SUPPLIES	08/29/2019	20308490 TC-200032	42.02	N
014842 MATHEMATICS EDUCATION COLLABOR PO BOX 716 FERNDALE, WA 98248 (360) 384-1749 N	13,800.00	ED SV SOFTWARE	08/08/2019	20305139 PV-200056	13,800.00	N
014355 MAXIM STAFFING SOLUTIONS 12558 COLLECTIONS CENTER DR CHICAGO, IL 60693 (800) 394-7195 N	376.00	6695570262 ED SV STAFFING	08/08/2019	20305140 PV-200057	376.00	N
011391 MCGRAW HILL SCHOOL DIVISION 2700 YGNACIO VALLEY ROAD	12,785.65	108803401001 ED SV BOOKS 108803400002 ED SV BOOKS	08/06/2019 08/06/2019	20304766 PO-200092 20304766 PO-200097	2,631.45 2,470.22	N N

SUITE 200		108873173001	ED SV BOOKS	08/06/2019	20304766	PO-200283	685.17	N
WALNUT CREEK, CA 94598		108915900001	ED SV BOOKS	08/13/2019	20305691	PO-200108	6,189.49	N
		108934972001	ED SV BOOKS	08/22/2019	20307165	PO-200293	694.99	N
(925) 947-6000	N	109073815001	ED SV BOOKS	08/22/2019	20307165	PO-200370	114.33	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011392 MCGRAW HILL SCHOOL PUBLISHING 220 E DANIELDALE ROAD DESOTO, TX 75115 (614) 755-4151	1,541.06	108803035001 SP ED BOOKS 108803400001 ED SV BOOKS 106308950001 ED SV BOOKS	08/06/2019 08/08/2019 08/08/2019	20304767 PO-200088 20305117 PO-200087 20305146 PV-200063	164.36 685.17 691.53	N N N
014966 MENLO COLLEGE 1000 EL CAMINO REAL ATHERTON, CA 94027 (650) 543-3737	400.00	DHS N. MARTINEZ SCHOLARSHIP	08/29/2019	20308451 PO-200441	400.00	N
012837 MOBILE MODULAR 5700 LAS POSITAS ROAD LIVERMORE, CA 94551 (925) 606-9000	595.00	1972172 RMS LEASE	08/22/2019	20307209 PV-200098	595.00	N
		N MCGRATH RENTCO				
012179 MURPHY, KENDALL 135 EDGEWATER DRIVE RIO VISTA, CA 94571 (0) - 0	128.73	WG CONF REIMB	08/01/2019	20304223 TC-200004	128.73	N
014959 NEW DAY FILM 350 NORTH WATER STREETS UNIT 1-12 NEWBURGH, NY 12550 (888) 367-9154	114.00	B83696 DHS SUPPLIES B83696 DHS SUPPLIES B83696 DHS SUPPLIES	08/29/2019 08/29/2019 08/29/2019	20308452 PO-200351 20308452 PO-200351 20308452 PO-200351	9.26 114.00 9.26	N N N
013877 NORRIS, CARRIE 4833 STEPPE COURT ELK GROVE, CA 95757 (0) - 0	507.64	WG SUPPLIES	08/29/2019	20308453 PO-200192	507.64	N
014016 O'REILLY AUTO PARTS	81.10	1468127 TRANS PARTS	08/08/2019	20305128 PO-200162	81.10	N

233 S PATTERSON
SPRINGFIELD, MO 65802

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N O'REILLY AUTOM

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014802 OAK HALL INDUSTRIES, L.P. PO BOX 1078 SALEM, VA 24153 (540) 387-0000 N	18.81	1897817 WIND RIVER SUPPLIES	08/13/2019	20305707 PV-200072	18.81	N
000193 OILWELL MATERIALS & HARDWARE CO INC 506 STATE HIGHWAY 12 RIO VISTA, CA 94571 (0) - 0 N	619.77	#676 MAINT SUPPLIES	08/22/2019	20307183 PO-200319	619.77	N
011429 OLIVER WORLDCLASS LABS INC 11040 BOLLINGER CANYON RD SUITE E-463 SAN RAMON, CA 94582 (707) 747-1537 N	200.00	1129 DHW LICENSE RENEWAL	08/29/2019	20308475 PO-200246	200.00	N
003218 ORIENTAL TRADING CO INC 4206 SOUTH 108TH STREET OMAHA, NE 68137 (800) 228-0475 N OTC DIRECT INC	112.35	9075908 WG SUPPLIES	08/01/2019	20304227 CL-190208	112.35	N
014699 ORTIZ-SHELTON, BETZABEL 8320 BLUE QUAIL CT SACRAMENTO, CA 95823 (0) - 0 N	69.50	DHS CONF REIMB	08/22/2019	20307216 TC-200022	69.50	N
013146 PAR P.O. BOX 1416 MINNEAPOLIS, MN 55440 (800) 331-8378 N	156.20	25996A SP ED FORMS 25996A SP ED FORMS 25996A SP ED FORMS	08/06/2019 08/06/2019 08/06/2019	20304762 PO-200304 20304762 PO-200304 20304762 PO-200304	12.69- 156.20 12.69	N N N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013086 PEARSON EDUCATION INC 501 BOLYSTON STREET SUITE 900 BOSTON, MA 02116 (800) 848-9500	134,289.80	7026800205 ED SV BOOKS 4025895816 ED SV BOOKS 4025894975 ED SV BOOKS 4025895818 ED SV BOOKS 4025895819 ED SV BOOKS 7026794238 ED SV BOOKS 4025870029 ED SV BOOKS 7026844697 ED SV BOOKS 4025922724 ED SV BOOKS	08/13/2019 08/13/2019 08/13/2019 08/13/2019 08/13/2019 08/15/2019 08/22/2019 08/22/2019 08/22/2019	20305695 PO-200047 20305695 PO-200106 20305695 PO-200282 20305695 PO-200282 20305688 PO-200305 20306226 PO-200047 20307159 PO-200095 20307159 PO-200368 20307159 PO-200369	18,152.83 8,652.44 1,280.10 149.18 817.14 99,354.46 403.24 2,611.44 2,868.97	N N N N N N N N N
003270 PG&E 685 EMBARCADERO DRIVE SACRAMENTO, CA 95605 (0) - 0	34,856.00	RVHS RVHS LT'S LT'S LT'S DHS DHS DHS ISLE ISLE DHW DHW RMS CMS DO N. NETH LIFT PUMP DO TRANS GARAGE RADIO RIO ELECT DHW ELECT	08/06/2019 08/15/2019	PV-200037 PV-200078	10,435.78 164.31 22.48 12.58 35.08 2,902.63 137.98 4,919.54 3,474.73 42.44 151.12 6,304.84 2,249.98 2,156.88 1,294.67 44.92 112.56 44.30 61.66 239.03 27.31 21.18	N N
014420 PIZZA FACTORY WALNUT GROVE 14127 RIVER ROAD WALNUT GROVE, CA 95690 (0) - 0	71.85	ED SV SUPPLIES	08/13/2019	20305696 PO-200301	71.85	N
014957 PLUMBING SERVICE COMPANY 6400 ELVAS AVENUE #B	750.00	28648 MAINT BACK FLOW REPAIRS	08/22/2019	20307184 PO-200384	750.00	N

SACRAMENTO, CA 95819

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014716 POSNICK, LISA 9955 LIVE OAK AVE GALT, CA 95632 (0) - 0 N	90.13	BATES CONF REIMB	08/22/2019	20307217 TC-200023	90.13	N
014589 PRECISION EXAMS 610 S 850 E SUITE 100 LEHI, UT 84043 (801) 653-9356 N	4,950.00	15768 CTEIG SITE LICENSE	08/29/2019	20308454 PO-200462	4,950.00	N
012857 PRISTINE REHAB CARE 706 N. DIAMOND BAR BLVD STE #B DIAMOND BAR, CA 91765 (317) 371-3866 Y	2,398.08	6279/6274 SP ED SPCH THERAPY	08/06/2019	20304771 PO-200067	2,398.08	7
014127 PSAT / NMSQT 12192 COLLECTION CENTER DRIVE CHICAGO, IL 60693 (0) - 0 N	891.00	391928761B RMS PSAT FEES	08/15/2019	20306236 PV-200079	891.00	N
014788 PTM DOCUMENT SYSTEMS 2321 CIRCADIAN WAY SANTA ROSA, CA 95407 (707) 576-6364 N	578.19	71464 RVHS PRINT SUPPLIES	08/13/2019	20305689 PO-200128	578.19	N
011565 RALEY'S P.O. BOX 15618 SACRAMENTO, CA 95852 (0) - 0 N	49.03	5000034 DHS AG SUPPLIES 5000034 DHS AG SUPPLIES	08/29/2019 08/29/2019	20308476 PO-200363 20308476 PO-200363	24.52 24.51	N N
014887 RANDALL, JASMINE 9339 ARIEL WAY	312.88	WG CONF REIMB WG CONF REIMB	08/22/2019 08/22/2019	20307218 TC-200024 20307218 TC-200024	255.48 57.40	N N

ELK GROVE, CA 95758

(916) 308-3890

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
010134 READ NATURALLY INC 1284 CORPORATE CENTER DR. #600 SAINT PAUL, MN 55121 (800) 788-4085 N	920.00	233734 DHW NATURALLY LIVE	08/29/2019	20308455 PO-200241	920.00	N
014071 RIO VISTA BEACON PO BOX 726 BRENTWOOD, CA 94513 (925) 550-7811 N	15.00	45863 CLASSIFIED AD	08/22/2019	20307202 PV-200101	15.00	N
002751 RIO VISTA FORD 1010 STATE HWY 12 RIO VISTA, CA 94571 (0) - 0 N	13.17	4094 TRANS SUPPLIES	08/22/2019	20307185 PO-200149	13.17	N
012016 RIO VISTA PIZZA FACTORY 201 MAIN STREET RIO VISTA, CA 94571 () - N	141.44	ISLE SUPPLIES ED SV SUPPLIES	08/15/2019 08/22/2019	20306229 PO-200349 20307186 PO-200299	68.46 72.98	N N
010239 RIO VISTA SANITATION P.O. BOX 607 RIO VISTA, CA 94571-0607 (0) - 0 N	1,470.37	DO WASTE RVHS WASTE DHW WASTE	08/08/2019 08/22/2019 08/22/2019	20305141 PV-200058 20307201 PV-200102 20307201 PV-200102	118.88 627.46 724.03	N N N
000589 RISO PRODUCTS OF SACRAMENTO 3304 MONIER CIRCLE SUITE 110 RANCHO CORDOVA, CA 95742 (916) 638-7476 N RPSI ENTERPRIS	1,383.00	195303, 304,305 BATES AGRMNT 195309 CMS MAINT AGRMNT 195312 DHS MAINT AGRMNT	08/06/2019 08/06/2019 08/06/2019	20304763 PO-200277 20304763 PO-200315 20304763 PO-200347	718.00 342.00 323.00	N N N
010048 RIVER DELTA REVOLVING FUND	3,754.53	4102 N. ROGERS 7/31 PAYROLL	08/08/2019	20305142 PV-200059	3,754.53	N

445 MONTEZUMA ST
RIO VISTA, CA 94571

(0) - 0 N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000729 RIVER NEWS HERALD 21 S FRONT STREET RIO VISTA, CA 94571	138.19	HR ADVERTISING	08/06/2019	20304783 PV-200039	138.19	N
(0) - 0 N GIBSON PUBLICA						
013865 RIVER RATS SEPTIC & PLUMBING PO BOX 365 WALNUT GROVE, CA 95690	1,300.00	CMS SEPTIC SERV CMS SEPTIC SERV	08/06/2019 08/06/2019	20304784 PV-200040 20304784 PV-200040	650.00 650.00	7 7
(916) 776-1600 Y RICHARD DAVIS						
010670 RIVERVIEW-INTERNATIONAL TRUCKS 2445 EVERGREEN AVE P.O. BOX 716 WEST SACRAMENTO, CA 95691	208.83	61671 TRANS PARTS	08/08/2019	20305129 PO-200158	208.83	7
() - Y						
013655 ROSS, JENNIFER 920 ROLLING GREEN DR. RIO VISTA, CA 94571	10.00	SD#450310	08/13/2019	20305710 TC-200014	10.00	N
() - N						
012796 ROSSI, MARCY 128 N SECOND STREET RIO VISTA, CA 94571	74.55	RMS SUPPLIES RMS SUPPLIES	08/22/2019 08/22/2019	20307187 PO-200261 20307187 PO-200261	32.99 41.56	N N
(0) - 0 N						
014118 ROTARY CLUB OF WALNUT GROVE PO BOX 81 WALNUT GROVE, CA 95690	160.00	1789 USLAN MMBRSHIP DUES	08/29/2019	20308456 PO-200479	160.00	N
() - N						
014510 RSD TOTAL CONTROL	29.54	63164310 MAINT SUPPLIES	08/22/2019	20307188 PO-200174	29.54	N

10170 CROYDON WAY
SACRAMENTO, CA 95827

(916) 369-0203

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014640 RUIZ, ALEJANDRO PO BOX 184 WALNUT GROVE, CA 95690	97.35	DO MILEAGE	08/06/2019	20304794 TC-200009	61.80	N
		DO MILEAGE	08/22/2019	20307219 TC-200025	16.99	N
		DO MILEAGE	08/22/2019	20307219 TC-200025	18.56	N
(0) - 0						N
000095 S M U D P.O. BOX 15555 SACRAMENTO, CA 95852	7,426.38	WG	08/15/2019	20306237 PV-200081	20.30	N
		WG	08/15/2019	20306237 PV-200081	2,748.67	N
		WG	08/15/2019	20306237 PV-200081	866.12	N
		WG	08/15/2019	20306237 PV-200081	27.11	N
		BATES	08/15/2019	20306237 PV-200081	28.36	N
		BATES	08/15/2019	20306237 PV-200081	3,160.48	N
		BATES	08/15/2019	20306237 PV-200081	460.07	N
		TRANS	08/15/2019	20306237 PV-200081	101.72	N
		TRANS	08/15/2019	20306237 PV-200081	13.55	N
(0) - 0						N
014403 SACRAMENTO CITY COLLEGE RODDA HALL, RH N 173 3835 FREEPORT BLVD SACRAMENTO, CA 95822	500.00	DHS M. MCCOY SCHOLARSHIP	08/01/2019	20304219 PO-200307	500.00	N
(916) 558-2321						N
012225 SACRAMENTO COUNTY COUNTY OF SACRAMENTO 700 H STREET ROOM 1710 SACRAMENTO, CA 95814	2,401.95	FISCAL AGENT FEES 18/19 4TH QT	08/22/2019	20307207 PV-200104	480.39	N
		FISCAL AGENT FEES 18/19 4TH QT	08/22/2019	20307207 PV-200104	480.39	N
		FISCAL AGENT FEES 18/19 4TH QT	08/22/2019	20307208 PV-200104	480.39	N
		FISCAL AGENT FEES 18/19 4TH QT	08/22/2019	20307208 PV-200104	480.39	N
		FISCAL AGENT FEES 18/19 4TH QT	08/22/2019	20307208 PV-200104	480.39	N
(916) 874-8250						N
000090 SACRAMENTO COUNTY UTILITIES 9700 GOETHE ROAD SUITE C SACRAMENTO, CA 95827	443.43	MOKE SEWER	08/15/2019	20306238 PV-200080	113.70	N
		WG SEWER	08/29/2019	20308485 PV-200109	180.78	N
		BATES SEWER	08/29/2019	20308485 PV-200109	148.95	N
(0) - 0						N
010468 SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DIST.	1,185.00	1920-1000873 FY 19/20 FEES	08/22/2019	20307203 PV-200093	1,185.00	N

777 12TH STREET 3RD FLOOR
SACRAMENTO, CA 95814-1908

(916) 874-4800

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012885 SALOMON, TRISHA 50 YOSEMITE DRIVE RIO VISTA, CA 94571	21.93	SP ED SUPPLIES	08/06/2019	20304795 TC-200010	21.93	N
(0) - 0						N
014958 SAN FRANCISCO STATE UNIVERSITY BURSARS'S OFFICE ADM 155 1600 HOLLOWAY AVENUE SAN FRANCISCO, CA 94132	433.00	762025 CAREER FAIR	08/15/2019	20306227 PO-200420	433.00	N
(0) - 0						N
012039 SAN JOAQUIN CO OFFICE OF ED 2707 TRANSWORLD DRIVE STOCKTON, CA 95213	1,600.00	622 SP ED CONF CEDR 645 SP ED CEDR CONF IMEL	08/22/2019 08/22/2019	20307162 PO-200344 20307162 PO-200391	1,200.00 400.00	N N
(0) - 0						N
003501 SCHOLASTIC INC 2931 EAST MCCARTY STREET JEFFERSON CITY, MO 65101	1,074.33	M67534057 DHW SCHOLASTIC NEWS M67534057 DHW SCHOLASTIC NEWS M67534057 DHW SCHOLASTIC NEWS	08/29/2019 08/29/2019 08/29/2019	20308457 PO-200239 20308457 PO-200239 20308457 PO-200239	87.29- 87.29 1,074.33	N N N
(800) 724-6527						N
014210 SCHOOL DATEBOOKS, INC. 2880 US HIGHWAY 231 S. SUITE 200 LAFAYETTE, IN 47909	1,792.00	519-0163086 DHS PLANNERS 519-0163086 DHS PLANNERS	08/06/2019 08/06/2019	20304764 PO-200309 20304764 PO-200309	792.00 1,000.00	N N
(765) 471-8883						N
011160 SCHOOL HEALTH CORPORATION 5600 APOLLO DRIVE ROLLING MEADOWS, IL 60008	2,006.28	3636718 NURSE SUPPLIES 3636718 NURSE SUPPLIES 3636718 NURSE SUPPLIES	08/22/2019 08/22/2019 08/22/2019	20307160 PO-200375 20307160 PO-200375 20307160 PO-200375	6.98 2,006.28 6.98-	N N N
(800) 323-1305						N

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012207 SCHOOL OUTFITTERS.COM 3736 REGENT AVE CINCINNATI, OH 45212-3724 (800) 260-2776	117.46	13201642 SP ED SUPPLIES	08/22/2019	20307161 PO-200398	117.46	Y
000316 SCHOOLS INSURANCE AUTHORITY P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	717.50	EAP-08202.14 EMP ASST PROGRAM EAP-08202.14 EMP ASST PROGRAM	08/08/2019 08/08/2019	20305143 PV-200060 20305143 PV-200060	351.57 365.93	N N
013193 SCOE P.O. BOX 269003 10474 MATHER BLVD SACRAMENTO, CA 95826 (0) - 0	10,178.83	200232 BUS OFF ENVELOPES 200356 BUS OFF WINDOW ENVELOPS 200032 ADMIN FEE SP ED CONF JONES/ROMAN 200619 DW COURIER 200631 DW INFO, DATA 200631 DW INFO, DATA	08/06/2019 08/06/2019 08/06/2019 08/15/2019 08/29/2019 08/29/2019 08/29/2019	20304765 PO-200034 20304765 PO-200130 20304772 PO-200207 20306228 PO-200401 20308477 PO-200207 20308477 PO-200207 20308477 PO-200207	517.20 161.63 1,700.00 150.00 1,400.00 2,250.00 4,000.00	N N N N N N N
014450 SCOTT TECHNOLOGY GROUP 1143 N. MARKET BLVD STE #7 SACRAMENTO, CA 95834 (916) 913-6191	1,843.65	119000 WG PRINT CHRGS 119196 F5 PRINTER CHRGS DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES DO PRINT CHARGES 121050/121473/117623 BATES PRT	08/13/2019 08/13/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/29/2019	20305699 PO-200004 20305699 PO-200237 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20307206 PV-200103 20308479 PO-200275	79.40 23.83 510.26 68.97 88.46 .59 45.11 35.39 162.78 369.17 40.99 44.16 218.68 .72 155.14	N N N N N N N N N N N N N N N N N
013891 SENTINEL FIRE EQUIPMENT CO INC 5702 BROADWAY SACRAMENTO, CA 95820	369.95	83382,83383,83381 CAFE EXTING 83382,83383,83381 CAFE EXTING 83382,83383,83381 CAFE EXTING	08/06/2019 08/06/2019 08/06/2019	20304790 PV-200045 20304790 PV-200045 20304790 PV-200045	369.95 4.77 4.77	N N N

(916) 455-5630

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013480 SHELDON GAS COMPANY 1 HARBOR CENTER # 310 SUISUN CITY, CA 94585 (707) 425-2951	778.99	99858 BATES PROPANE 99858 BATES PROPANE 99858 BATES PROPANE 99907 WG PROPANE 99907 WG PROPANE 99907 WG PROPANE	08/08/2019 08/08/2019 08/08/2019 08/29/2019 08/29/2019 08/29/2019	20305144 PV-200061 20305144 PV-200061 20305144 PV-200061 20308486 PV-200110 20308486 PV-200110 20308486 PV-200110	2.23 2.23 640.32 .48 .48 138.67	N N N N N N
014845 SHERMAN, DRAKE 4454 A OLIVE AVE FAIRFIELD, CA 94533 (0) - 0	52.00	RVHS CONF REIMB	08/01/2019	20304224 TC-200005	52.00	N
014524 SHRED IT PO BOX 101007 PASADENA, CA 91189-1007 (0) - 0	124.32	8127772526 DO SHREDDING	08/06/2019	20304785 PV-200041	124.32	N
000055 SIA DELTA DENTAL P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	17,774.79	AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS	08/06/2019 08/06/2019 08/06/2019 08/06/2019	20304786 PV-200043 20304786 PV-200043 20304786 PV-200043 20304786 PV-200043	1,210.55 2,358.51 4,948.75 9,256.98	N N N N
000056 SIA VISION SERVICE P.O. BOX 276710 SACRAMENTO, CA 95827-6710 (0) - 0	3,691.52	AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS AUGUST 2019 PREMIUMS	08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/06/2019	20304787 PV-200042 20304787 PV-200042 20304787 PV-200042 20304787 PV-200042 20304787 PV-200042	1,759.24 28.84 346.08 288.40 1,268.96	N N N N N
012876 SIERRA BUILDING SYSTEMS INC PO BOX 541 MEADOW VISTA, CA 95722 () -	1,222.78	8782 DHS/CMS MONITORING REPR	08/08/2019	20305145 PV-200062	1,222.78	N
014454 SINGH, PRITIKA	709.92	PARENT MILEAGE	08/13/2019	20305711 TC-200015	709.92	N

212 WEST HWY 220
RYDE, CA 95680

(916) 491-0657

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Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
012084 SODEXO INC & AFFILIATES DEPT. 43283 LOS ANGELES, CA 90088-3283	23,002.28	CAFE JUNE 2019 MEALS CAFE JUNE 2019 MEALS	08/15/2019 08/15/2019	20306242 PV-200085 20306242 PV-200085	1,808.20 21,194.08	N N
(0) - 0						N
014669 SOUTHPAW PO BOX 1047 DAYTON, OH 45401-1047	114.00	0452738 SP ED SUPPLIES 0452738 SP ED SUPPLIES 0452738 SP ED SUPPLIES	08/22/2019 08/22/2019 08/22/2019	20307163 PO-200142 20307163 PO-200142 20307163 PO-200142	114.00 9.26 9.26	N N N
(800) 228-1698						N
014685 SOUZA, JEFF 717 TAMARACK DR LODI, CA 95240	487.00	MAINT TOW SERV	08/22/2019	20307220 TC-200026	487.00	N
(0) - 0						N
013858 SPURR 1850 GATEWAY BOULEVARD CONCORD, CA 94520	930.49	RVHS ISLE STORAGE PREPAID GAS DO TRANS DHW RMS DHS ISLE CMS CAFE	08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019 08/15/2019	20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306239 PV-200082 20306243 PV-200082	287.79 14.20 230.83 8.12 37.95 30.64 41.15 123.47 100.16 56.18	N N N N N N N N N N
(888) 400-2155						N
014069 STAPLES ADVANTAGE 500 STAPLES DRIVE FRAMINGHAM, MA 01702	2,782.75	3418918600 BUS OFF SUPPLIES 3420863253 CBO SUPPLIES 3419993684 CBO SUPPLIES 3419634378 MAINT SUPPLIES 3420863252 ED SV SUPPLIES 3420863251 SP ED SUPPLIES 3422146611 TRANS SUPPLIES 3419993685 WG SUPPLIES 3419993692 WG SUPPLIES 3419993686 WG SUPPLIES 3419993689 WG SUPPLIES	08/06/2019 08/06/2019 08/06/2019 08/06/2019 08/13/2019 08/13/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019	20304773 PO-200050 20304773 PO-200051 20304773 PO-200051 20304773 PO-200058 20305697 PO-200071 20305697 PO-200364 20307164 PO-200082 20307164 PO-200187 20307164 PO-200187 20307164 PO-200187 20307164 PO-200187	76.34 31.55 77.64 64.95 136.30 236.69 513.33 .64 39.64 .11 72.73	N N N N N N N N N N N N
(0) - 0		N STAPLES CONTRA				N

3419993688	WG	SUPPLIES	08/22/2019	20307164	PO-200187	.25	N
3419993692	WG	SUPPLIES	08/22/2019	20307164	PO-200187	.14-	N
3419993686	WG	SUPPLIES	08/22/2019	20307164	PO-200187	32.30	N
3419993685	WG	SUPPLIES	08/22/2019	20307164	PO-200187	183.00	N
3419993692	WG	SUPPLIES	08/22/2019	20307164	PO-200187	.14	N
3419634379	WG	SUPPLIES	08/22/2019	20307164	PO-200187	.06-	N
3419634379	WG	SUPPLIES	08/22/2019	20307164	PO-200187	.06	N

Vendor Name/Address	Total	Description	Date	Warrant	Reference	Amount	1099

014069 STAPLES ADVANTA (Continued...)		3419993687 WG SUPPLIES	08/22/2019	20307164	PO-200187	.12-	N
		3419993687 WG SUPPLIES	08/22/2019	20307164	PO-200187	.12	N
		3419634379 WG SUPPLIES	08/22/2019	20307164	PO-200187	17.20	N
		3419993689 WG SUPPLIES	08/22/2019	20307164	PO-200187	.25-	N
		3419993687 WG SUPPLIES	08/22/2019	20307164	PO-200187	33.81	N
		3419993688 WG SUPPLIES	08/22/2019	20307164	PO-200187	.25-	N
		3419993688 WG SUPPLIES	08/22/2019	20307164	PO-200187	72.73	N
		3419993691 WG SUPPLIES	08/22/2019	20307164	PO-200187	.14-	N
		3419993691 WG SUPPLIES	08/22/2019	20307164	PO-200187	.14	N
		3419993691 WG SUPPLIES	08/22/2019	20307164	PO-200187	38.89	N
		3419634380 WG SUPPLIES	08/22/2019	20307164	PO-200187	.39-	N
		3419634380 WG SUPPLIES	08/22/2019	20307164	PO-200187	.39	N
		3419634380 WG SUPPLIES	08/22/2019	20307164	PO-200187	113.40	N
		3419993639 WG SUPPLIES	08/22/2019	20307164	PO-200187	.14-	N
		3419993639 WG SUPPLIES	08/22/2019	20307164	PO-200187	.14	N
		3419993689 WG SUPPLIES	08/22/2019	20307164	PO-200187	.25	N
		3419993686 WG SUPPLIES	08/22/2019	20307164	PO-200187	.11-	N
		3419993639 WG SUPPLIES	08/22/2019	20307164	PO-200187	38.89	N
		3419993685 WG SUPPLIES	08/22/2019	20307164	PO-200187	.64-	N
		3421996871 DHW SUPPLIES	08/22/2019	20307189	PO-200231	55.82	N
		3422074173 DHW SUPPLIES	08/22/2019	20307189	PO-200231	8.53	N
		3421702925 CAFE SUPPLIES	08/22/2019	20307191	PO-200366	124.44	N
		3422146613 DHW SUPPLIES	08/29/2019	20308478	PO-200223	38.50	N
		3422276244 DHW SUPPLIES	08/29/2019	20308478	PO-200223	15.65	N
		3422146614 DHW SUPPLIES	08/29/2019	20308478	PO-200223	15.65	N
		342170924 DHW SUPPLIES	08/29/2019	20308478	PO-200244	39.14	N
		3422146617 DHW SUPPLIES	08/29/2019	20308478	PO-200244	446.57	N
		3422146616 DHW SUPPLIES	08/29/2019	20308478	PO-200244	23.84	N
		3422146619 DHW SUPPLIES KNDR	08/29/2019	20308478	PO-200382	23.78	N
		3422146618 DHW SUPPLIES KNDR	08/29/2019	20308478	PO-200382	211.44	N

003646 STATE OF CALIFORNIA 1300 I STREET SUITE 810 SACRAMENTO, CA 95814	452.00	394583 FINGERPRINTING	08/13/2019	20305706	PV-200073	452.00	N
(0) - 0							N

014361 STONWARE, INC 11555 NORTH MERIDIAN ST. ST#15 CARMEL, IN 46032	303.00	114699 CTEIG SOFTWARE	08/29/2019	20308458	PO-200383	303.00	N

(888) 473-9485

N



Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
014075 STROM, JENNIFER PO BOX 733 ISLETON, CA 95641	11.37	RMS MILEAGE	08/22/2019	20307221 TC-200027	11.37	N
(0) - 0						N
013947 SUPPLY WORKS PO BOX 742056 LOS ANGELES, CA 90074-2056 (877) 577-1114	10,173.81	500813795 DHW SUPPLIES 504441494 CMS SUPPLIES 504405648 DHS SUPPLIES 504441486 CMS SUPPLIES 502554579 CAFE SUPPLIES 448122028 CAFE SUPPLIES 505621813 WG SUPPLIES 505869560 ISLE SUPPLIES 506158427 RVHS SUPPLIES 505621805 BATES SUPPLIES 506402270 ISLE CREDIT 504663907 CMS SUPPLIES 504663915 DHS SUPPLIES 506158435 RMS SUPPLIES 506163609 BATES SUPPLIES 506152347 DHW SUPPLIES	08/08/2019 08/08/2019 08/08/2019 08/08/2019 08/08/2019 08/08/2019 08/22/2019 08/22/2019 08/22/2019 08/29/2019 08/29/2019 08/29/2019 08/29/2019 08/29/2019 08/29/2019 08/29/2019	20305124 PO-200167 20305124 PO-200167 20305124 PO-200167 20305124 PO-200167 20305149 PV-200054 20305149 PV-200054 20307180 PO-200167 20307180 PO-200167 20307180 PO-200167 20308471 PO-200167 20308471 PO-200167 20308471 PO-200167 20308471 PO-200167 20308471 PO-200167 20308471 PO-200167 20308471 PO-200167	157.00 174.65 2,341.42 988.26 125.25 61.10 2,036.17 379.18 527.56 1,634.40 179.43 132.13 17.85 291.08 65.68 1,421.51	N N N N N N N N N N N N N N N N N
011995 SUPREME SCHOOL SUPPLY COMPANY P.O. BOX 220 ARCADIA, WI 54612 (800) 356-3320	220.55	102536 RVHS ADMIT SLIPS 102536 RVHS ADMIT SLIPS 102536 RVHS ADMIT SLIPS	08/13/2019 08/13/2019 08/13/2019	20305690 PO-200129 20305690 PO-200129 20305690 PO-200129	220.55 17.92 17.92	N N N
014430 TAQUERIA MEXICO 133 MAIN ST RIO VISTA, CA 94571 (707) 374-2680	216.03	RVHS SUPPLIES	08/13/2019	20305698 PO-200329	216.03	N
014773 THARP, DANIELLE PO BOX 861 ELK GROVE, CA 95759 (0) - 0	116.00	SP ED CONF REIMB	08/22/2019	20307222 TC-200028	116.00	N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
011477 THE COLLEGE BOARD P.O. BOX 910506 DALLAS, TX 75391-0506 (800) 323-7155	3,845.00	50605 DHS AP EXAMS	08/06/2019	20304788 PV-200034	3,845.00	N
014963 THE GILDER LEHRMAN INSTITUTE 49 W 45TH ST 2ND FLOOR NEW YORK, NY 10036 (646) 366-9666	990.00	111319.6 DHS PERFORMANCE	08/22/2019	20307204 PV-200096	990.00	N
013617 THE HARTFORD PO BOX 783690 PHILADELPHIA, PA 19178-3690 (0) - 0	1,473.20	AUG 2019 EMP SUMMER HEALTH AUG 2019 EMP SUMMER HEALTH	08/01/2019 08/01/2019	20304221 PV-200030 20304221 PV-200030	540.05 933.15	N N
010359 THERAPRO INC 225 ARLINGTON ST. FARMINGHAM, MA 01702-8723 (800) 257-5376	397.10	481029 SP ED SUPPLIES 481029 SP ED SUPPLIES 481029 SP ED SUPPLIES 481438 SP ED FORMS	08/13/2019 08/13/2019 08/13/2019 08/29/2019	20305692 PO-200139 20305692 PO-200139 20305692 PO-200139 20308459 PO-200408	21.09 21.09 259.60 137.50	N N N N
014873 TPX COMMUNICATIONS PO BOX 509013 SAN DIEGO, CA 92150-9013 (877) 487-2877	2,632.74	RVHS DO DHS	08/15/2019 08/15/2019 08/15/2019	20306240 PV-200083 20306240 PV-200083 20306240 PV-200083	1,150.59 335.17 1,146.98	N N N
014942 TWIG EDUCATION 1336 BROMMER STREET #A2 SANTA CRUZ, CA 95062 (888) 881-4977	180,208.24	1072 ED SV TWIG SCIENCE 1144 ED SV TWIG SCIENCE 1144 ED SV TWIG SCIENCE	08/06/2019 08/29/2019 08/29/2019	20304774 PO-200013 20308460 PO-200013 20308460 PO-200013	147,793.58 306.86 32,107.80	N N N
001896 UNITED PARCEL SERVICE INC 55 GLENLAKE PARKWAY NE	395.83	DO SHIPPING DO SHIPPING	08/08/2019 08/15/2019	20305147 PV-200064 20306241 PV-200084	76.56 92.58	N N

ATLANTA, GA 30328

DO SHIPPING

08/29/2019 20308487 PV-200111

226.69 N

(0) - 0 N

OPERATORS	08/06/2019	20304789	PV-200044	10.80	7
ED SV	08/06/2019	20304789	PV-200044	54.45	7
NURSES	08/06/2019	20304789	PV-200044	108.90	7
DHW SFTY	08/06/2019	20304789	PV-200044	.18	7
BATES CUST	08/29/2019	20308488	PV-200112	108.90	7
CMS CUST	08/29/2019	20308488	PV-200112	54.45	7
GARDENERS	08/29/2019	20308488	PV-200112	163.35	7

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
013997 VERIZON WIRELES (Continued...)		OPERATIONS	08/29/2019	20308488 PV-200112	10.89	7
		ED SV 2	08/29/2019	20308488 PV-200112	54.45	7
		BATES ADMIN	08/29/2019	20308488 PV-200112	54.45	7
		NURSE	08/29/2019	20308488 PV-200112	108.90	7
		RVHS ADMIN	08/29/2019	20308488 PV-200112	145.46	7
		ISLE SFTY	08/29/2019	20308488 PV-200112	.18	7
		DHW SFTY	08/29/2019	20308488 PV-200112	.18	7
		BEHAVORIST	08/29/2019	20308488 PV-200112	54.45	7
		RMS SFTY	08/29/2019	20308488 PV-200112	.18	7
		WG SFTY	08/29/2019	20308488 PV-200112	.18	7
		DO SFTY	08/29/2019	20308488 PV-200112	54.63	7
		RVHS CUST	08/29/2019	20308488 PV-200112	217.80	7
		DHS CUST	08/29/2019	20308488 PV-200112	108.90	7
		ISLE CUST	08/29/2019	20308488 PV-200112	54.45	7
		RMS CUST	08/29/2019	20308488 PV-200112	54.45	7
		WG CUST	08/29/2019	20308488 PV-200112	54.45	7
		ASES 3	08/29/2019	20308488 PV-200112	72.59	7
		ASES 2	08/29/2019	20308488 PV-200112	72.60	7
		ASES 1	08/29/2019	20308488 PV-200112	72.60	7
		DHW CUST	08/29/2019	20308488 PV-200112	108.90	7
		MAINT	08/29/2019	20308488 PV-200112	283.74	7
		SP ED	08/29/2019	20308488 PV-200112	308.81	7
		TRANS 2	08/29/2019	20308488 PV-200112	.58	7
		TRANS 1	08/29/2019	20308488 PV-200112	234.14	7
		ED SV 1	08/29/2019	20308488 PV-200112	108.90	7
		COUNSELORS	08/29/2019	20308488 PV-200112	163.35	7
		RVHS SFTY	08/29/2019	20308488 PV-200112	54.45	7
		DHS SFTY	08/29/2019	20308488 PV-200112	.18	7
		ISLE ADMIN	08/29/2019	20308488 PV-200112	54.45	7
		RMS ADMIN	08/29/2019	20308488 PV-200112	64.45	7
014964 WALDMAN, ALYSSA 701 GIBSON DR #1827 ROSEVILLE, CA 95678	64.00	DHS CONF REIMB	08/22/2019	20307223 TC-200029	64.00	N
(0) - 0						N
000679 WARREN E GOMES EXCAVATING INC P.O. BOX 369 RIO VISTA, CA 94571	76,086.91	WG ASPHALT REPAIR	08/01/2019	20304220 PO-200394	76,086.91	N
(707) 374-2881						N

Vendor Name/Address	Total	Description	Date	Warrant Reference	Amount	1099
000104 WARREN'S MACHINE & WELDING 52270 CLARKSBURG ROAD P.O. BOX 398 CLARKSBURG, CA 95612 (916) 744-1667	384.85	16909 DHS AG SUPPLIES 16909 DHS AG SUPPLIES 16909 DHS AG SUPPLIES 16909 DHS AG SUPPLIES 16909 DHS AG SUPPLIES 16909 DHS AG SUPPLIES	08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019 08/22/2019	20307205 PV-200099 20307205 PV-200099 20307205 PV-200099 20307205 PV-200099 20307205 PV-200099 20307205 PV-200099	1.57 192.42 1.57 1.57 192.43 1.57	N 7 N N 7 N
Y WIGLEY, WARREN						
010906 WASTE MANAGEMENT OF WOODLAND P.O. BOX 78251 PHOENIX, AZ 85062-8251 (0) - 0	735.95	DHS WASTE	08/08/2019	20305148 PV-200065	735.95	N
N						
014818 WILLDAN FINANCIAL SERVICES 27368 VIA INDUSTRIA, SUITE 200 TEMECULA, CA 92590 (951) 587-3500	2,639.92	010-42010 PROF SERVICES	08/01/2019	20304222 PV-200029	2,639.92	N
N						
012528 WILLIAMS SCOTSMAN INC 4911 ALLISON PARKWAY VACAVILLE, CA 95688 (707) 451-3000	2,181.24	RMS LEASE DHW LEASE RVHS LEASE RMS	08/06/2019 08/06/2019 08/06/2019 08/06/2019	20304791 PV-200046 20304791 PV-200046 20304791 PV-200046 20304791 PV-200046	545.31 545.31 545.31 545.31	N N N N
N						
003308 WRIGHT, KATHERINE 400 SOUTH FRONT STREET RIO VISTA, CA 94571 (0) - 0	329.88	STALEDATE 99443995 SUPT SUPPLIES	08/06/2019 08/15/2019	20304796 TC-200011 20306230 PO-200061	79.88 250.00	N N
N						
000585 WRIGHT, STEVE 400 S FRONT STREET RIO VISTA, CA 94571 (0) - 0	206.48	ED SV MILEAGE	08/22/2019	20307224 TC-200030	206.48	N
N						
014706 ZOOM IMAGING SOLUTION	404.28	2130975 DHW PRNTR CONTRACT	08/29/2019	20308480 PO-200211	404.28	N

1326 N. MARKET BLVD
SACRAMENTO, CA 95834

(916) 369-6526

N

District total: 1,143,162.75

Report total: 1,143,162.75

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.4

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

SUBJECT:

Request to approve the contract with Corwin for Equitable Behavior Systems, to provide a professional development series for the 2019-2020 school year, cost not to exceed \$28,000 - paid for by Title I funds.

BACKGROUND:

To develop the capacity of administration and staff in order establish and sustain equitable behavior systems, this four-part series of workshops is designed to help educators understand the positive impact of creating effective tiered behavior systems in schools that are equitable for ALL students. An alternative discipline framework will be provided using the book "Don't Suspend Me!" along with the PBIS Tiers 1, 2 and 3 manuals for implementing the Champion Model. All school site leadership teams will receive copies of all 4 books, online resources, as well as four full days of training and access to continued support.

STATUS:

As part of the Local Control and Accountability (LCAP) Plan, RDUSD has set forth Goal 1, to improve and support student learning to close achievement gaps and ensure all students who graduate are college and career ready, as well as Goal 5, to foster a school and district culture that ensures academic/social and emotional well-being for all students. Equitable behavior systems training provides educators the foundation and framework to support positive discipline cultures in school sites while supporting staff members with difficult student behaviors by offering systemic creation of alternatives to suspension. This cultural shift in thinking lends itself to positive learning environments for all, school cultures of respect with a love of learning and equity in discipline practices.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$28,000, paid for by Title I budget

RECOMMENDATION:

That the Board approve the contract with Corwin for Equitable Behavior Systems, to provide a professional development series for the 2019-2020 school year.

Time allocated: 2 minutes

Equitable Behavior Systems

Dr. Jessica Hannigan

And

Dr. John Hannigan

Prepared by:

Michael Petersen

Professional Learning Advisor

Cell: 805.341.8069

michael.petersen@corwin.com

www.corwin.com



Your Partner in Professional Learning

Equitable Behavior Systems

Building on Corwin's deep commitment to equity for all students, we are pleased and eager to present River Delta USD with a unique, proven, capacity-building approach to an equitable behavior system. Designed and implemented by Jessica Hannigan, the *Equitable Behavior Systems* series of workshops stands to eliminate any disproportional suspension, expulsion, and disciplinary referral rates in River Delta USD based on the idea that such policies and practices are symptomatic of institutional biases and norms that must be directly challenged.

To develop the capacity of administration and staff to establish and sustain equitable behavior systems. This four part series of workshops are designed to shine a light on the disproportionality in school discipline with students of color and special education students. The purpose is to help educators understand the positive impact of creating effective tiered behavior systems in schools that are equitable for ALL students. An alternative discipline framework will be provided using the book *Don't Suspend Me!* as a framework for designing effective discipline using restorative, reflective, and instructional methods of supports. Each session is conducted by either or both Dr. Jessica Hannigan and Dr. John Hannigan.

- **Day 1- Don't Suspend Me!** Understand the critical components necessary for successful implementation. **(May be a keynote or a full day workshop)**

This workshop is designed to shine a light on the disproportionality in school discipline with students of color and special education students. The purpose of this workshop is to help educators understand the positive impact of creating effective behavior systems in schools that are equitable for ALL students. An alternative discipline overview will be provided using the book *Don't Suspend Me!* as a framework for designing effective discipline using restorative, reflective, and instructional methods of supports.

- What and Why of Alternative Discipline that Works!
- Discipline Self Inventory
- Questions and Tips Before you Begin
- Alternative/Innovative Discipline

- **Day 2- PBIS Tier 1 – Implementing the Champion Model - Building an alternative discipline toolkit.**
 - What and Why of PBIS
 - PBIS Champion Model
 - Tier 1 Markers
 - Tier 1 School-wide Characteristics
 - School-wide Academic/Behavioral Goals
 - Bringing it all together

- **Day 3- PBIS Tier 2** – Implementing Targeted Interventions - Addressing misconceptions, challenges and traditional belief systems.
 - PBIS Champion Model Review
 - What and Why of PBIS Tier 2
 - Getting Starter with Tier 2 Markers
 - Tier 2 Characteristics
 - Tier 2 Academic and Behavior SMART Goals and the work of the PBIS Tier 2 Sub-Team
 - Bringing it all together
 - Next Steps
- **Day 4- PBIS Tier 3** – Implementing Individualized Interventions - Delve deeper into difficult discipline scenarios and long-term sustainability.
 - PBIS Champion Model Review
 - What and Why of PBIS Tier 3
 - Getting Starter with Tier 3 Markers
 - Tier 3 Characteristics
 - Tier 3 Academic and Behavior SMART Goals and the work of the PBIS Tier 3 Sub-Team
 - Bringing it all together
 - Next Steps

ABOUT THE AUTHORS AND CONSULTANTS



Jessica Djabrayan Hannigan Educational Consultant Dr. Jessica Djabrayan Hannigan works with school districts and county offices across the nation designing and implementing equitable, effective, successful school and district Response to Intervention (RTI) behavior and Multi-Tiered Systems of Supports (MTSS) systems designed to support ALL students. Her experience and expertise as a school site and district level administrator supporting both general education and special education populations allows for her innovative approach in addressing equitable challenges in schools. She trains schools on the Positive Behavior Interventions and Supports (PBIS) Champion Model

System that she designed, focusing on teaching teachers, administrators, and support staff to create behavior RTI systems similar to academic systems in schools. Her work is designed to also address disproportionality in school discipline and help provide educators with a restorative alternative discipline framework in lieu of suspensions. She is an Assistant Professor at Fresno State University in

the Educational Leadership Department. Dr. Hannigan is an advocate for equity in education. Her work with over 400 schools has helped educators create academic and behavior systems designed to establish equity in academics and behavior for ALL students.



John Hannigan, Ed. D., is principal of Reagan Elementary in the Sanger Unified School District in California. He has served in education for 15 years as a principal, assistant principal, instructional coach, and teacher. Under his leadership, his school has received numerous awards and recognitions, including California State Distinguished School, Gold Ribbon School, Title I Academic School, Positive Behavioral Interventions and Supports (gold level), and recognized as an exemplary RTI school for both academics and behavior. His school was selected as a knowledge development site for the statewide scaling up of Multi-Tiered Systems of Support (MTSS).

WHY CORWIN?

Corwin is an independently owned company and was founded in 1990 as a division of SAGE Publications. Our mission is rooted on helping educators do their work better. Twenty-six years ago Corwin invented a whole new category of publishing—research based, peer reviewed, and ready to use. Since then, we have grown into a global organization, with offices in the United States and in Australia. **The incredibly important and vital work we do is built on an unshakable foundation of beliefs:**

- We believe that all children can learn, and that all means ALL
- We believe that educators are professionals who need opportunities for professional learning and time to collaborate with peers and experts
- We believe that education is the cornerstone of a stable, just, and thriving society

Building off of our publishing success, we have grown to be a comprehensive full-service professional learning organization of where our authors' work comes to life and has additional impact through face-to-face programs, eLearning resources, and assessment and survey tools. Corwin partners with schools, districts, associations, and departments/ministries of education to deliver training and tools that build capacity, have positive change on instructional practices, and put students at the heart of all we do.

In addition, we:

- **Take a partnership approach:**
 - ✓ Our own Team and that of our extraordinary authors will work closely with you to develop a plan that builds teacher capacity and supports deep implementation of key concepts.
 - ✓ From contract to execution, you will have one point person to work with through every step of the process.

✓ We are there to support you before, during and perhaps most importantly after your work with us, so that we can assure what was learned is being implemented and that you have evidence of impact.

- **Offer quality, breadth, and depth.** We have a knack for attracting the movers and shakers in K12 education. Our 200+ consultants have the expertise and experience to cover the whole professional development spectrum...from a keynote to a 5-year comprehensive professional development plan, from a book study to modeling and observation in the classroom, with or without a blended learning experience.
- **Provide training that is evidence-based.** In addition to being backed by the latest educational research, our PD solutions include services to help you evaluate progress and determine what to prioritize for sustained improvement.

INVESTMENT AND SUGGESTED IMPLEMENTATION TIMELINE
Equitable Behavior Systems

Exhibit A

August 19, 2019

Investment and Timeline

CA-River Delta USD-Hannigans-Latimer 08192019

Currency: US Dollar

Resources	Author	Unit Price	Quantity	Discount	Resources Price	Total Price
Author Consulting – “Don’t Suspend me Kick-off and Workshop” – October 2, 2019						\$8,000.00
<u>Jessica Hannigan</u> – <u>John Hannigan</u> \$8,000.00 – combined rate						
Author Consulting – PBIS Tier 1 – Markers 1, 2, 3 – December 2, 2019						\$5,700.00
<u>Jessica Hannigan</u> - \$5,700.00						
Author Consulting - PBIS Tier 1 – Markers 4,5 – February 3, 2020						\$5,700.00
<u>Jessica Hannigan</u> - \$5,700.00						
Author Consulting - PBIS Tier 1 – Markers 6,7,8 – March 30, 2020						\$5,700.00
<u>Jessica Hannigan</u> - \$5,700.00						
<u>Total Consulting</u>						\$25,100.00
Required Books						
	Don't Suspend Me! & PBIS Handbook Bundle	\$95.00	25.00		\$2,375.00	\$2,375.00
	The PBIS Tier Two Handbook	\$0.00	1.00		\$0.00	\$0.00
	The PBIS Tier Three Handbook	\$0.00	1.00		\$0.00	\$0.00
	The PBIS Tier One Handbook	\$0.00	1.00		\$0.00	\$0.00
	Don't Suspend Me!	\$0.00	1.00		\$0.00	\$0.00
					Estimated Shipping	\$31.95
					Estimated Sales Tax	\$193.09
					TOTAL	\$27,700.4

- *Pricing for Consulting Service Days are inclusive of all travel expenses.*
- *Investment above includes an estimate of Shipping Fees for books and resources and may vary based on rates that are applied at the time the order is shipped. A separate PO for books and resources will be requested and are required without a signed contract. Resources and books will be invoiced separately from professional development services. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin with specific delivery requests. Expedited shipping will apply should the client request it.*
- *Copying and distribution of any handouts is the Client's responsibility.*
- *Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.*
- *All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax exempt form should be included with PO and signed contract, if applicable.*
- *This proposal for services is intended to be a working document and is subject to change based on client needs.*

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: 9/10/19

Attachments: _____

From: Nick Casey, Principal

Item Number: 10.5

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

SUBJECT:

Request to approve a "Spaghetti Feed" dinner PTC fundraiser for D.H. White Elementary on September 25, 2019.

BACKGROUND:

This fundraiser will benefit our 5th grade students, who are raising money for a field trip to the San Francisco Academy of Science on November 20, 2019.

STATUS:

If approved, the fundraiser will occur on 9/25/19 and funds will be used to offset the cost of the field trip to the San Francisco Academy of Science.

PRESENTER:

Nick Casey

OTHER PEOPLE WHO MIGHT BE PRESENT:

Staff

COST AND FUNDING SOURCES:

There will be \$0 cost to the district.

RECOMMENDATION:

That the Board approves the "Spaghetti feed" fundraiser for D.H. White Elementary.

Time allocated: 2 minutes

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: _____

From: Bonnie Kauzlarich, Dir. of Personnel

Item Number: 10.6

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

SUBJECT:

Request to approve the leave of absence made by Kate Clark

BACKGROUND:

Kate Clark, School Psychologist, has requested a leave of absence from the beginning of the 2019-20 school year through November 30, 2019, to care for her newborn baby. She will return to work on Monday, December 2, 2019.

STATUS:

PRESENTER:

Katherine Wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the request for a leave of absence made by Kate Clark.

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: September 10, 2019

Attachments: _____

From: Victoria Turk, Principal

Item Number: 10.7

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

SUBJECT:

Rio Vista High School is seeking approval to attend the FFA National Convention in Indianapolis, Indiana October 31 – November 1, 2019

BACKGROUND:

The Agricultural Department/FFA of Rio Vista High School would like to attend the FFA National Convention on Oct 31 – Nov 3. All students attending must be enrolled in an Agriculture class, be an active member in the local FFA chapter and in good standing, and academically eligible. All members must apply to attend.

STATUS:

Rio Vista High School would like board approval for RVHS students and agriculture teachers to attend the FFA National Convention on Oct 31- Nov. 3.

PRESENTER:

Victoria Turk

OTHER PEOPLE WHO MIGHT BE PRESENT:

Maureen Reis, Ashlyn Bartlett

COST AND FUNDING SOURCES:

Agriculture Incentive Grant will fund teachers' expenses and students will fund their own costs

RECOMMENDATION:

That the Board approves the overnight and out of state travel to the 2019 FFA National Convention for Rio Vista High School's FFA students and teachers Oct 31 – Nov 3, 2019.

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: September 10, 2019

Attachments: X

From: Nicole Latimer, Director of Educational Service

Item Number: 10.8

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

SUBJECT:

Request to approve the 2019-2020 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for district students at a cost not to exceed \$5,000.

BACKGROUND:

This is a renewal contract. CCHAT Center provides well trained, highly skilled deaf and hard of hearing therapists for the River Delta Unified School District. CCHAT has provided services for our district for two years.

STATUS:

The 2018-2019 contract was \$8,000. The 2019-2020 contract is not to exceed \$5,000.

PRESENTER:

Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$5,000 paid by Special Education funds.

RECOMMENDATION:

That the Board approve the 2019-2020 General Agreement for Nonpublic, Nonsectarian School/Agency (CCHAT Center) to provide deaf and hard of hearing services for district students at a cost not to exceed \$5,000.

Time allocated: 2 minutes

SACRAMENTO COUNTY SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District RIVER DELTA UNIFIED

Contract Year 2019-2020

 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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2019-2020

CONTRACT NUMBER:

LEA: River Delta Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CCHAT Center

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, 2019, between the River Delta Unified School District (hereinafter referred to as the local educational agency "LEA" or "District") and CCHAT Center (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, 2019 to June 30, 2020 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, 2020. In the event a subsequent Master Contract is not renegotiated by June 30, 2020, 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 (10th) 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 31st 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 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

River Delta Unified School District

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)

By:

Signature Date

By:

Nicole Latimer, 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 – 2019-2020 CONTRACT YEAR

CONTRACTOR CCHAT Center 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 \$5,000
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	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	
Occupational Therapy	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	
Physical Therapy	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	
Behavior Intervention Services	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
Other: Deaf and Hard of Hearing Services		
	<u>Deaf and Hard of Hearing Services</u>	\$120 per hour
	Speech & Language Therapy	\$120 per hour
	Deaf/hard of Hearing Mainstream Support/Consultative Services	\$120 per hour
	Audiology Evaluation	\$120 per hour
	Audiology Consultation	0.54 per mile
	Mileage	\$2.00 per min
Travel Time		

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: _____

From: Danielle Tharp, Coordinator of Special Ed

Item Number: 10.9

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

SUBJECT:

Request approval to apply for an Extended School Year (ESY) Waiver for the 2019-2020 School Year

BACKGROUND:

Historically, Migrant Education and the District's ESY Program have held their summer programs in conjunction with each other. Per the approved agreement, the Migrant Program paid a large portion of the transportation, administrative and supply costs. In FY 2018-2019 Migrant Ed received a waiver to decrease the number of days they provided their summer program. However, the District did not apply for a waiver for the ESY program. The additional days the ESY summer program ran increased the expenditures to Special Education due to the obligation to provide transportation, additional administrative and supply costs.

In addition, student attendance typically decreased drastically after the 4th of July. To reduce staffing and resource issues, the Special Education department is seeking approval to apply for the CDE wavier allowing the District to align our ESY Program with Migrant Education Summer Program.

STATUS:

This is a new request to approve an Extended School Year Waiver for the 2019-2020 School Year. This will allow the district to be in alignment with the Migrant Ed Summer School Program.

PRESENTER:

Danielle Tharp

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

No cost to district

RECOMMENDATION:

That the Board approves the request to file an Extended School Year Waiver for the 2019-2020 School Year

Time allocated: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 10.10

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2019-2020 school year at a cost not to exceed \$5,000.

BACKGROUND:

Seto Educational Support has provided psychological therapy services and assessments for our district students for the past two years.

STATUS:

This is a renewal contract. The 2018-2019 contract was \$20,000. The 2019-2020 contract is not to exceed \$5,000.

PRESENTER:

Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$5,000 from Special Education Funds.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Seto Educational Support Services for the 2019-2020 school year at a cost not to exceed \$5,000.

Time allocated: 2 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Seto Educational Services, hereinafter referred to as "CONSULTANT."

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

1. TERM: The term of this agreement is from July 1, 2019 through June 30, 2020. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

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

2. CONSULTANT SERVICES: CONSULTANT agrees to perform, during the term of this agreement, the tasks obligations and services detailed as follows:

To provide psychological services for district students.

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

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

OR

\$100.00 per hour for assessments.

\$150.00 per hour for Independent Individual Evaluations (IEE).

for a total cost not to exceed \$5,000.

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

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

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

- 7. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.
- 8. CONFLICTS OF INTEREST: Consultants are responsible for complying with the Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations and may be required to file an annual Form 700 Conflict of Interest Statement of Economic Interests (as required following the passage of the Political Reform Act Government Code Section 81000, et seq.) (attached to and made a part of this contract).

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Printed/Typed Name _____ Date _____

Requested By _____ Date _____

Social Security Number/Federal Tax ID Number _____

Approval Signature _____ Date _____

Address _____ State _____ Zip _____

Budget Code (Name & Coding) _____

Contact Phone and Email _____

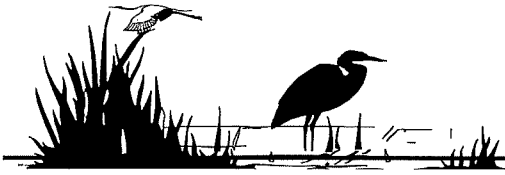
Board of Trustees Action _____ Date _____

Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

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

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



RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1651
(707) 374-1700 Fax (707) 374-2995

HOLD HARMLESS & INDEMNIFICATION AGREEMENT

Seto Educational Services

To the fullest extent permitted by law, _____,
(Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of 9+subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative

Company Name

Address, Email & Phone: _____

1/14/08

Creating Excellence To Ensure That All Students Learn

- | | | | | |
|------------------------------------|---------------------------------------|---------------------------------|-----------------------|-----------------------|
| Bates School | Isleton School | Walnut Grove School | Delta High School | Wind River School |
| Clarksburg 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 | | |



RIVER DELTA UNIFIED SCHOOL DISTRICT

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Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

This is to affirm that the Contractor/Independent Contractor (Consultant), Seto Educational Services by this District to perform work as indicated below and/or per attached contract/agreement:

Description of Duties: To provide psychological services for district students.

Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources?

_____ No (If No, this consultant is not required to file the Form 700 with the district for the year(s) they are contracted by the district as long as the scope of duties do not change*).

_____ Yes (If Yes, this consultant is required to file a statement of economic interests/conflict of interest disclosure with this district for the year(s) they are contracted by the district**)

_____ *This contractor/consultant (although identified as a "designated position" for purposes of the District's Conflict of Interest Code/Economic Interest Statement Form 700) is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in the District's Conflict of Interest Code.

_____ **Either (a) _____ the contractor/consultant must file the Form 700 annually as long as they are contracted with the district or (b) _____ if the contract/agreement itself (provided by the contractor/district and district Board approved), contains conflict of interest disclosures, the contractor/consultant may attach that portion of the contract/agreement to this Statement (annually) in satisfaction of this requirement.

This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Kathy Wright, Superintendent

Date

1/14/08 Attachment : (Conflict of Interest Code)

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RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

"The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg. Sec. 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict-of-interest code of the River Delta Joint Unified School District.

Designated employees shall file their statements with the River Delta Joint Unified School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the River Delta Joint Unified School District in the Superintendent's Office."

Below are excerpts from attachments to the above Code regarding consultant disclosure:

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this code (*) subject to the following limitation: The superintendent may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. In addition, if the contract itself contains conflict of interest disclosures, the consultant is not required to re-file under this provision.

Designated persons in this category must report: (a) Interests in real property which are located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property. (b) Investments or business positions in or income, including gifts, loans, and travel payments, from sources which: (1) are engaged in the acquisition or disposal of real property within the district. (2) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or (3) manufacture or sell supplies, books, machinery or equipment of the type used by the district.

1/14/08

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CONTRACTOR INSURANCE REQUIREMENTS

Contractor represents that it does carry and will continue to carry, with Insurance companies acceptable to the District, the following insurance coverages for any work or liability, including products and completed operations, arising out of or in any way connected with the work under this agreement:

Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, which ever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.

Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.

Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.

Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

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Clarksburg Elementary

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Riverview School
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary
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Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor’s coverage is primary and the District’s insurance is excess for any claims; and (4) as to CGL coverage shall state “Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District.”

Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor to commence its work. Contractor shall obtain a signed agreement from such subcontractor indemnifying the District as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and the District from all losses arising from any materials, products, or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or any failure by the Contractor to maintain such coverage, shall be default under this Agreement and, upon such default, the District will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to other remedies, the District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

These insurance requirements are independent of and shall not in any way limit the indemnity obligations of the Contractor under this agreement.

The amounts and types of insurance set forth above are minimums required by the District and shall not substitute for an independent determination by Contractor of the amounts and types of Insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. The District reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

Failure to enforce any of the provisions of these requirements or any of the provisions of this agreement shall in no way constitute a waiver of such provisions. In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

Signature of Authorized Representative

Date Signed

Typed/Printed Name of Authorized Representative
Address, Email & Phone: _____

Company Name

1/14/08

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Laura Uslan, Principal at Clarksburg Middle & Delta High School Item Number: 10.11

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

SUBJECT:

Request to approve fundraisers for:

Delta Heavenly Boosters Barbeque to benefit Delta High School Varsity Football team
and Clarksburg Middle School Leadership class student store

BACKGROUND:

The Delta Heavenly Boosters requests approval to hold a barbeque at Scribner Bend Vineyards on Sunday, November 3, 2019. The event will include catered food, music, and games, which have been donated by community members. The proceeds will benefit Delta Varsity Football and will be utilized to purchase uniforms, team clothing, and other program needs.

The Clarksburg Middle School Leadership class requests approval of their plan to run a “student store” during school hours from their Leadership Room (CMS room 4). School supplies such as pencils, pens, and composition books will be sold, along with some “spirit” items (school logo water bottles, etc.). No food products will be sold.

STATUS:

The fundraisers were approved by the Delta Heavenly Boosters and the Associated Student Body Student Council for Clarksburg Middle School at their respective meetings.

PRESENTER:

Laura Uslan, Principal

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Delta Heavenly Boosters account and CMS ASB Funds

RECOMMENDATION:

That the Board approve the Delta High School Heavenly Boosters fundraising event for the Varsity Football Team and Clarksburg Middle School Leadership fundraisers, as submitted.

Time allocated: 3 minutes

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

445 Montezuma Street
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BOARD AGENDA BRIEFING

Meeting Date: 9/10/19

Attachments: _____

From: Nick Casey, Principal

Item Number: 10.12

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

SUBJECT:

Request to approve the "Popcornopolis" take-home PTC fundraiser for D.H. White Elementary beginning on November 6, 2019.

BACKGROUND:

Students will sell various flavors of popcorn to family and friends during this take-home fundraiser. Money raised will benefit the students of D.H. White Elementary.

STATUS:

If approved, the fundraiser will begin on 11/6/19 and profits earned will be used to benefit the students of D.H. White.

PRESENTER:

Nick Casey

OTHER PEOPLE WHO MIGHT BE PRESENT:

PTc/Staff

COST AND FUNDING SOURCES:

There will be \$0 cost to the district

RECOMMENDATION:

That the Board approves the "Popcornopolis" fundraiser for D.H. White Elementary.

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: 9/10/19

Attachments: _____

From: Nick Casey, Principal

Item Number: 10.13

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

SUBJECT:

Request to approve the "Monster Bash" PTC fundraiser for D.H. White Elementary on October 25, 2019.

BACKGROUND:

The PTC would like to host a "Monster Bash" to provide a safe and fun community event. Proceeds made will benefit the students of D.H. White. There will be various games and activities as well as hot chocolate and snacks for sale.

STATUS:

If approved, this fundraiser will take place on October 25, 2019.

PRESENTER:

Nick Casey

OTHER PEOPLE WHO MIGHT BE PRESENT: PTC/STAFF

COST AND FUNDING SOURCES:

There will be \$0 cost to the district

RECOMMENDATION:

That the Board approves the "Monster Bash" fundraiser for D.H. White Elementary.

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: September 10, 2019

Attachments: X

From: Stacy Wallace, Principal Isleton Elementary

Item Number: 10.14

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2019-2020 school year at a cost not to exceed \$4,176 (paid by the Arts Grant)

BACKGROUND:

Name of Vendor: Sacramento Theatre Company

Description of Service(s): to provide theater arts instruction aligned with CCSS, VAPA standards and class curriculum to 1st through 3rd grade students in weekly sessions for 8 weeks. Additionally, the instructor will meet with teachers before programming starts as well as provide an introductory session to classes, and a reflection at the conclusion. Following an 8-week program, teachers will receive all curriculum.

Date(s) of Service(s): 2019-2020 school year {September 2019-January 2020}

PRESENTER:

Stacy Wallace, Principal Isleton Elementary

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$ 4,176 paid by Sacramento Theatre Company through the Arts Grant Funding.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2019-2020 school year at a cost not to exceed the value of \$4,176

Time allocated: 3 minutes



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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 Sacramento Theatre Company, as "CONSULTANT."

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

1. **TERM:** The term of this agreement is from **SEPTEMBER 2019** through **JANUARY 2020**. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

2. **CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: provide theatre arts integration instruction aligned with Common Core State Standards, VAPA standards, and class curriculum to 1st through 3rd grade classes, 1 class per week in each grade for 8 weeks. Additionally, provide teacher orientation/collaboration meeting prior to classes, and a reflection at the conclusion of classes.

3. **PAYMENT FOR SERVICES:**

CONSULTANT shall receive grant-funded compensation at the rate of:

\$60.00 per class session (24 hours total) = \$1,440.00
\$30.00 per class lesson plan prep session (24 hours total) = \$720.00
\$516.00 total mileage reimbursement for program manager and teaching artist = \$516.00
\$300 flat fee for program planning/reflection meetings = \$300.00
\$1,200.00 Program Manager and Education Director planning time = \$1,200.00

TOTAL COST not to exceed value of \$4,176.00

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

4. **RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.

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5. STATUS OF CONTRACTOR: DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

6. HOLD HARMLESS AND INDEMNIFICATION: CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

Independent Contractor Agreement

7. COMPLIANCE WITH LAWS: CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Sacramento Theatre Company
 Printed/Typed Name 8-29-19 Date

Stacy Wallace
 Requested By Date

 Social Security Number/Federal Tax ID Number

 Approval Signature Date

1419 H Street Sacramento, CA 95814
 Address State Zip

 Budget Code (Name & Coding)

(916) 446-7501 x 110
 Contact Phone and Email hillenm@sactheatre.org

 Board of Trustees Action Date

M. Noyes / Hillen
 Signature (Contractor/Consultant Authorized Representative)

Consultant must answer the two questions below:

1. Are you presently or have you been a member of PERS or STRS?
 PERS: Yes ___ No X
 STRS: Yes ___ No X

2. Are you presently an employee of River Delta Unified School District? Yes ___ No X

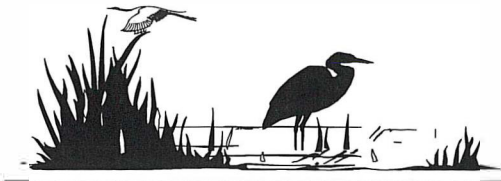
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This contract is not valid nor an enforceable obligation against the District until approved or ratified by the Board of Trustees, duly passed and adopted.

1/14/08

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HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Sacramento Theatre Company, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

M. Noufer
 Signature of Authorized Representative

8-29-19
 Date Signed

Michele Noufer
 Typed/Printed Name of Authorized Representative

Sacramento Theatre Company
 Company Name

Address, Email & Phone: 1419 H Street, Sacramento, CA 95814
hillehm@sactheatre.org (916) 446-7501 x110

1/14/08

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Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

This is to affirm that the Contractor/Independent Contractor (Consultant), Sacramento Theatre Company is hired by this District to perform work as indicated below and/or per attached contract/agreement:

Description of Duties: provide theatre arts integration instruction aligned with Common Core State standards, VAPA standards, + class curriculum to 1st-3rd grade classes, 1 class per week

Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources? in each grade for 8 weeks. And provide teacher orientation/collab. meeting prior to classes, + a reflection at conclusion of classes.

No (If No, this consultant is not required to file the Form 700 with the district for the year(s) they are contracted by the district as long as the scope of duties do not change*).

Yes (If Yes, this consultant is required to file a statement of economic interests/conflict of interest disclosure with this district for the year(s) they are contracted by the district**)

*This contractor/consultant (although identified as a "designated position" for purposes of the District's Conflict of Interest Code/Economic Interest Statement Form 700) is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in the District's Conflict of Interest Code.

**Either (a) the contractor/consultant must file the Form 700 annually as long as they are contracted with the district or (b) if the contract/agreement itself (provided by the contractor/district and district Board approved), contains conflict of interest disclosures, the contractor/consultant may attach that portion of the contract/agreement to this Statement (annually) in satisfaction of this requirement.

This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Katherine Wright, Superintendent

Date

1/14/08

Attachment : (Conflict of Interest Code)

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Designated employees shall file their statements with the River Delta Joint Unified School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the River Delta Joint Unified School District in the Superintendent's Office."

Below are excerpts from attachments to the above Code regarding consultant disclosure:

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this code (*) subject to the following limitation: The superintendent may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. In addition, if the contract itself contains conflict of interest disclosures, the consultant is not required to re-file under this provision.

Designated persons in this category must report: (a) Interests in real property which are located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property. (b) Investments or business positions in or income, including gifts, loans, and travel payments, from sources which: (1) are engaged in the acquisition or disposal of real property within the district. (2) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or (3) manufacture or sell supplies, books, machinery or equipment of the type used by the district.

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Contractor represents that it does carry and will continue to carry, with Insurance companies acceptable to the District, the following insurance coverages for any work or liability, including products and completed operations, arising out of or in any way connected with the work under this agreement:

Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, whichever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.

Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.

Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.

Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

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Riverview Middle
River Delta High/Elementary School

Walnut Grove School
D.H. White Elementary
River Delta Community Day School.....Delta Elementary Charter School

Delta High School
Rio Vista High School

Wind River School
Mokelumne High School

Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor's coverage is primary and the District's insurance is excess for any claims; and (4) as to CGL coverage shall state "Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District."

Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor to commence its work. Contractor shall obtain a signed agreement from such subcontractor indemnifying the District as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and the District from all losses arising from any materials, products, or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or any failure by the Contractor to maintain such coverage, shall be default under this Agreement and, upon such default, the District will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to other remedies, the District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

These insurance requirements are independent of and shall not in any way limit the indemnity obligations of the Contractor under this agreement.

The amounts and types of insurance set forth above are minimums required by the District and shall not substitute for an independent determination by Contractor of the amounts and types of Insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. The District reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

Failure to enforce any of the provisions of these requirements or any of the provisions of this agreement shall in no way constitute a waiver of such provisions. In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

M. Noufer 8-29-19
 Signature of Authorized Representative Date Signed
Michèle Noufer Sacramento Theatre Company
 Typed/Printed Name of Authorized Representative Company Name
 Address, Email & Phone: 1419 H Street
Sacramento, CA 95814
hillenm@sac-theatre.org (916) 446-7581
X 110

1/14/08

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BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Stacy Wallace, Principal Isleton Elementary

Item Number: 10.15

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

SUBJECT:

Request to approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2019-2020 school year at a cost not to exceed \$3,996 (paid by the Arts Grant)

BACKGROUND:

Name of Vendor: Sacramento Theatre Company

Description of Service(s): to provide theater integrated instruction aligned with English Language Arts CCSS to 4th-6th grade students in weekly sessions for 8 weeks. Instructor will meet with teachers before programming starts as well as provide an introductory session to classes, and a reflection at the conclusion. Following 8-week program, teachers will receive all curriculum.

Date(s) of Service(s): 2019-2020 schoolyear {January 2020-June 2020}

PRESENTER:

Stacy Wallace, Principal Isleton Elementary

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

Not to exceed \$ 3,996 paid by Sacramento Theatre Company through the Arts Grant Funding.

RECOMMENDATION:

That the Board approve the Independent Contract for Services Agreement with Sacramento Theatre Company for the 2019-2020 school year.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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(707) 374-1700 Fax (707) 374-2995
www.riverdelta.k12.ca.us

INDEPENDENT CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the River Delta Unified School District hereinafter referred to as "DISTRICT," and Sacramento Theatre Company, as "CONSULTANT."

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

- 1. TERM:** The term of this agreement is from **JANUARY 2020** through **JUNE 2020**. Extension or renewal requires approval of DISTRICT or authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the agreement without approval of the DISTRICT or authorized representative.

This agreement may be terminated with 30 days advance written notice by either party. In the event of termination for cause, CONSULTANT need be compensated only to the extent required by law.

- 2. CONSULTANT SERVICES:** CONSULTANT agrees to perform, during the term of this agreement, the tasks, obligations and services detailed as follows: provide theatre arts integration instruction aligned with the English Language Arts standards to 4th and 5th grades (1 hour sessions, 5 sessions each) and 6th grade (2 hour sessions, 6 sessions), facilitate a teacher orientation/collaboration meeting prior to classes, and a reflection at the conclusion of classes.

- 3. PAYMENT FOR SERVICES:**

CONSULTANT shall receive grant-funded compensation at the rate of:

\$60.00 per class session (22 hours total) = \$1,320.00
\$30.00 per class lesson plan prep session (22 hours total) = \$660.00
\$516.00 total mileage reimbursement for program manager and teaching artist = \$516.00
\$300 flat fee for program planning/reflection meetings = \$300.00
\$1,200.00 Program Manager and Education Director planning time = \$1,200.00

TOTAL COST not to exceed value of \$3,996.00

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

- 4. RECORDS:** CONSULTANT will maintain full and accurate records in connection with this agreement and will make them available to DISTRICT for inspection at any time. CONSULTANT'S work product produced under this agreement shall be the property of DISTRICT and cannot be used without permission of same.

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5. **STATUS OF CONTRACTOR:** DISTRICT and CONSULTANT agree that CONSULTANT, in performing the services specified in this agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. CONSULTANT shall be free to contract for similar service to be performed for other employers while under the contract with DISTRICT; CONSULTANT will not accept such engagements which interfere with performance under this agreement. CONSULTANT is not entitled to participate in any pension plan, insurance, bonus or similar benefits the DISTRICT provides for its employees. The CONSULTANT is not authorized to carry out any official act of the DISTRICT that is required to be done by an employee or office of the DISTRICT.

6. **HOLD HARMLESS AND INDEMNIFICATION:** CONSULTANT agrees to abide by the *Hold Harmless and Indemnification Agreement* attached to and made a part of this contract.

Independent Contractor Agreement

7. **COMPLIANCE WITH LAWS:** CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

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

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

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

CONTRACTOR/CONSULTANT:

RIVER DELTA UNIFIED SCHOOL DISTRICT:

Sacramento Theatre Company
 Printed/Typed Name Date 8/29/19

Stacy Wallace
 Requested By Date

Social Security Number/Federal Tax ID Number
 1419 H Street Sacramento 95814
 Address State Zip CA

Approval Signature Date
 Budget Code (Name & Coding)

(916) 446-7501 x 110
 Contact Phone and Email willenm@sactheatre.org

Board of Trustees Action Date

Signature (Contractor/Consultant Authorized Representative)
 Michael Noyes (Hallen)

Consultant must answer the two questions below:

- Are you presently or have you been a member of PERS or STRS?
 PERS: Yes ___ No X
 STRS: Yes ___ No X
- Are you presently an employee of River Delta Unified School District? Yes ___ No X

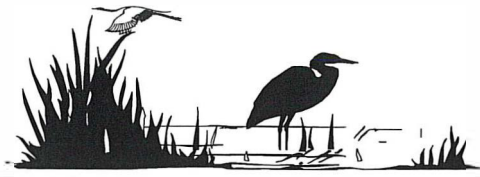
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This contract is not valid nor an enforceable obligation against the District until approved or ratified by the Board of Trustees, duly passed and adopted.

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HOLD HARMLESS & INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Sacramento Theatre Company, (Contractor/Consultant) agrees to defend, indemnify, hold harmless and waive all rights of subrogation against River Delta Joint Unified School District, its Board of Trustees, officers, agents and employees (collectively the "District") from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages, injuries and liabilities, whether active or passive, arising from any accident, death, or injury whatsoever or however caused or alleged to be caused whether by the District or the Contractor/Consultant to any person or property because of, arising out of, or in any way related to the performance of this agreement. Contractor/Consultant shall not be responsible for the sole or willful liability of the District. It is understood and agreed that such indemnity shall survive the termination of this agreement.

Contractor/Consultant shall maintain their own contractual liability insurance to cover its obligations under this agreement. This indemnification is independent of and shall not in any way be limited by insurance carried by the Contractor/Consultant.

In the case of Facility Use Agreements, Contractor/Consultant further agrees to comply with the insurance requirements attachment to that contract and shall name the District as an additional insured via separate endorsement from its insurance carrier, and provide acceptable proof thereof to the District.

If the Contractor/Consultant should sublet any work to another party (i.e., subcontractor), Contractor/Consultant guarantees that such subcontractor shall indemnify the District prior to permitting subcontractor to commence its work. Contractor/Consultant shall obtain a signed agreement from such subcontractor indemnifying the District as set forth above. In addition, Contractor/Consultant shall require in its purchase orders that each supplier indemnify Contractor/Consultant and the District from any and all losses arising from any materials, products, or supplies included in such work.

In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

x M. Noufer
Signature of Authorized Representative

8/29/19
Date Signed

x Michele Noufer
Typed/Printed Name of Authorized Representative

Sacramento Theatre Company
Company Name

Address, Email & Phone:

1419 H Street, Sacramento, CA 95814
hillenn@saetheatre.org (916) 446-7501 x110

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Superintendent's Statement Regarding Consultant and Conflict of Interest Annual Statement Needed

This is to affirm that the Contractor/Independent Contractor (Consultant), Sacramento Theatre Company is hired by this District to perform work as indicated below and/or per attached contract/agreement:

Description of Duties: provide theatre arts integration instruction aligned with the ELA standards to 4th + 5th (1 hr session, 5 sessions each) + 6th grade (2-hr sessions, 6 sessions)

Will these duties and/or this Contractor/Consultant in any way have any level of influence on the expenditure of district revenues and/or resources? facilitate a teacher orientation/collab. meeting prior to classes, + a reflection at conclusion of classes.

No (If No, this consultant is not required to file the Form 700 with the district for the year(s) they are contracted by the district as long as the scope of duties do not change*).

Yes (If Yes, this consultant is required to file a statement of economic interests/conflict of interest disclosure with this district for the year(s) they are contracted by the district**)

*This contractor/consultant (although identified as a "designated position" for purposes of the District's Conflict of Interest Code/Economic Interest Statement Form 700) is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in the District's Conflict of Interest Code.

**Either (a) the contractor/consultant must file the Form 700 annually as long as they are contracted with the district or (b) if the contract/agreement itself (provided by the contractor/district and district Board approved), contains conflict of interest disclosures, the contractor/consultant may attach that portion of the contract/agreement to this Statement (annually) in satisfaction of this requirement.

This determination is a public record and shall be retained for public inspection in the same manner and location as the District's Conflict of Interest Code Form 700s.

Katherine Wright, Superintendent

Date

1/14/08

Attachment : (Conflict of Interest Code)

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Attachment to Superintendent's Statement

DISTRICT'S CONFLICT-OF-INTEREST CODE

"The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Reg. Sec. 18730) which contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict-of-interest code of the River Delta Joint Unified School District.

Designated employees shall file their statements with the River Delta Joint Unified School District which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) Statements for all designated employees will be retained by the River Delta Joint Unified School District in the Superintendent's Office."

Below are excerpts from attachments to the above Code regarding consultant disclosure:

Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this code (*) subject to the following limitation: The superintendent may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that are limited in scope and thus is not required to comply fully with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict-of-Interest Code. In addition, if the contract itself contains conflict of interest disclosures, the consultant is not required to re-file under this provision.

Designated persons in this category must report: (a) Interests in real property which are located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property. (b) Investments or business positions in or income, including gifts, loans, and travel payments, from sources which: (1) are engaged in the acquisition or disposal of real property within the district. (2) are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or (3) manufacture or sell supplies, books, machinery or equipment of the type used by the district.

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CONTRACTOR INSURANCE REQUIREMENTS

Contractor represents that it does carry and will continue to carry, with Insurance companies acceptable to the District, the following insurance coverages for any work or liability, including products and completed operations, arising out of or in any way connected with the work under this agreement:

Commercial General Liability Coverage—on an “occurrence form” policy containing a per occurrence limit of at least \$1,000,000 or the total cost of the project, whichever is more, protecting against bodily injury, property damage and personal injury claims arising from the exposures of (1) premises and operations; (2) products and completed operations (with a separate limit of coverage at least equal to the per occurrence limit); (3) independent subcontractors; (4) Contractual liability risk covering the indemnity obligations set forth in the hold harmless and indemnification agreement; and (5) where applicable, property damage resulting from explosion, collapse, or underground (x, c, u) exposures. The policy may not contain any exclusion or reduction in coverage for any of the above listed exposures.

Automobile Liability Coverage—insuring against bodily injury and/or property damage arising out of the operation, use, loading or unloading of any auto including owned, non-owned, hired and employee autos with limits of at least \$1,000,000.

Worker’s Compensation and Employer’s Liability Coverage—providing statutory benefits imposed by applicable state or federal laws such that the District will have no liability to Contractor or its employees, subcontractors and agents; and that Contractor will satisfy all Worker’s Compensation obligations imposed by state law. If Contractor has any employees that are subject to the rights and obligations of the Longshoremen and Harbor Workers Act, then the Worker’s Compensation Insurance must be broadened to provide such coverage. In addition, Contractor agrees to carry Employer’s Liability Coverage with limits of not less than \$1,000,000 per accident for each employee.

Professional Liability Coverage—insuring, where applicable, for any exposures resulting from professional liability with limits of at least \$1,000,000.

Additional Insured—Contractor shall add “River Delta Unified School District, its board of trustees, officers, agents and employees” (collectively the “District”) as an additional insured via separate endorsement by having the insurance carrier issue an ISO CG 20 10 edition date 11 85 Additional Insured Endorsement or its equivalent. Such endorsement must include completed operations coverage for the benefit of the additional insured. This extension shall apply to the full extent of the actual limits of Contractor’s coverages even if such actual limits exceed the minimum limits required by this agreement. The District’s additional insured status under the policy(ies) must not be limited by amendatory language to the policy. To the extent umbrella or excess insurance is available above the minimum required limits stated in this Agreement, the protection afforded the District in the umbrella or excess liability insurance shall be as broad or broader than the coverages present in the underlying insurance and in accordance with this agreement. Each general liability, umbrella, or excess policy shall specifically state that the insurance provided by the Contractor shall be considered primary, and insurance of the District shall be considered excess for purposes of responding to claims.

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Contractor shall evidence that such insurance is in force by furnishing the District with acceptable proof thereof with a Certificate of Insurance together with a copy of the declarations page of the policies and all policy endorsements, or if requested by the District, certified copies of the policies. The certificate, declarations page, and all policy endorsements shall become a part of this agreement. Each certificate of insurance shall (1) contain an unqualified statement that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction of amounts of coverage without thirty (30) days prior written notice to the District, but in the event of non-payment of premium, ten (10) days notification will be provided; (2) show the District as Additional Insured by referencing and attaching the required endorsement; (3) shall indicate that the Contractor's coverage is primary and the District's insurance is excess for any claims; and (4) as to CGL coverage shall state "Policy includes contractual liability coverage insuring the agreement and obligations of the insured to indemnify the District and others to the extent set forth in the Agreement between the insured and the District."

Subcontractors and Suppliers—If the Contractor should sublet any work to another party (subcontractor), Contractor guarantees that such subcontractor shall indemnify the District as set forth in this agreement and shall carry insurance as set forth in these requirements prior to permitting subcontractor to commence its work. Contractor shall obtain a signed agreement from such subcontractor indemnifying the District as set forth in this Agreement and agreeing to carry insurance as set forth above. In addition, Contractor shall require in its purchase orders that each supplier indemnifies Contractor and the District from all losses arising from any materials, products, or supplies included in such work.

Any attempt by the Contractor to cancel or modify such insurance coverage, or any failure by the Contractor to maintain such coverage, shall be default under this Agreement and, upon such default, the District will have the right to terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to other remedies, the District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

These insurance requirements are independent of and shall not in any way limit the indemnity obligations of the Contractor under this agreement.

The amounts and types of insurance set forth above are minimums required by the District and shall not substitute for an independent determination by Contractor of the amounts and types of Insurance which Contractor shall determine to be reasonably necessary to protect itself and its work. The District reserves the right to modify these provisions relating to indemnification and insurance, and Contractor agrees to be bound by such modifications 30 days after receipt of the modified provisions.

Failure to enforce any of the provisions of these requirements or any of the provisions of this agreement shall in no way constitute a waiver of such provisions. In the case of any conflict with these requirements and the provisions of the agreement to which it is attached, these provisions shall prevail.

M. Noufer 8-29-19
 Signature of Authorized Representative Date Signed
Michèle Noufer Sacramento Theatre Company
 Typed/Printed Name of Authorized Representative Company Name
 Address, Email & Phone: 1419 H Street
Sacramento, CA 95814
hillenm@sac-theatre.org (916) 446-7581
X 110

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: _____

From: Bonnie Kauzlarich, Dir. of Personnel

Item Number: 10.16

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

SUBJECT:

Request for a leave of absence made by Alejandro Ruiz Carrillo

BACKGROUND:

Alejandro Ruiz Carrillo, Bilingual Clerical Specialist, has requested a personal leave of absence, beginning September 13, 2019, through October 8, 2019.

STATUS:

PRESENTER:

Katherine wright, Superintendent

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approve the request for leave of absence made by Alejandro Ruiz Carrillo.

Time allocated: 2 minutes

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: None

From: Katherine Wright, Superintendent

Item Number: 10.17

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

SUBJECT:

Donations

BACKGROUND:

Donations to Receive and Acknowledge:

Walnut Grove Elementary School

Clark Trucking Service - \$1,000 – Summer Swim Program

Agiftinside.com – 300 wood jewelry boxes for Muffins for Moms Family Event

D.H. White Elementary School

Veronica & Mario Jimenez – 3 shade umbrellas (approx. \$180 value)

Josh & Christine Perkins – 2 shade umbrellas (approx. \$120 value)

Rio Vista High School

Verla Chaddick – Funds towards Science laboratory Chromebook Cart

Karen Starr – Fund towards Rio Vista High School AFS Program

Books Rio V (Hale & Sue Conklin) Funds towards Rio Vista High School AFS Program

Bates Elementary School

Gladys Gaboury - \$1000

STATUS:

PRESENTER:

Katherine Wright, 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: 3 minutes

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X_____

From: Katherine Wright, Superintendent

Item Number: 11_____

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 Regulation and or Exhibits due to new legislation or mandated language and citation revisions as of July 2019.

BACKGROUND:

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

STATUS:

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

These policies, etc., will be submitted for second reading for final approval at the October 10, 2019 Board meeting.

PRESENTER:

Katherine Wright

OTHER PEOPLE WHO MIGHT BE PRESENT:

Jennifer Gaston, Recorder

COST AND FUNDING SOURCES:

RECOMMENDATION:

That the Board approves the first reading of these policies and regulations resulting from legislation effective prior to July 2019 as submitted.

Time allocated: 3 minutes

CSBA Sample Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following **optional** policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of a capped number of public charter schools, which are generally exempt from Education Code provisions governing school districts unless otherwise specified in law. To establish a charter school **within the district**, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation.

~~Charter petitions may also be submitted to other entities under certain circumstances.~~ **Under certain circumstances, charter petitions may also be approved by other governmental entities. For example,** Education Code 47605.5-47605.6 authorize petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county.

In addition, Education Code 47605.8 authorizes petitioners to submit a petition directly to the State Board of Education (SBE) to approve a "statewide benefit charter school" that may operate at multiple sites throughout the state. 5 CCR 11967.6.1 requires the petitioner to provide prior written notice to the board of each district where the petitioner proposes to locate a school site and to notify the board of the date that SBE will meet to consider the petition.

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the SBE to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend charter schools.

For further information regarding the submission and review of charter school petitions, see CSBA's publication [Charter Schools: A Guide for Governance Teams](#).

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Note: Education Code 47605 allows for the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. The Board may also ~~create~~ **approve** a start-up charter school. **The signature requirement for petitions differs depending on whether the petition is for the approval of a conversion or start-up charter school; see the accompanying administrative regulation.**

CHARTER SCHOOL AUTHORIZATION (continued)

The Board may also act as the governing board for what are known as "dependent" charter schools. Although the term does not appear in law, the SBE includes "dependent" charter schools as a separate category in its inventory of charter schools operating in California. A dependent charter school is subject to the same petition requirements and approval process as an "independent" charter school, which is typically formed by parents/guardians, teachers, community members, or a charter management organization.

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the SBE to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend charter schools.

One or more persons may submit a petition for a start-up charter school to be established within the district. **In addition, or for the conversion of an existing district school may be converted** to a charter school **when deemed beneficial by the district and community.** (Education Code 47605, 47606, 53300)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter **proposals petition** with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, **he/she also the Superintendent or designee** may **also** meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

CHARTER SCHOOL AUTHORIZATION (continued)**Approval of Petition**

Note: Education Code 47605 requires the Board to give preference to charter petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioner as academically low achieving based on the standards established by the California Department of Education (CDE) pursuant to Education Code 54032, as that section read before July 19, 2006. Prior to its repeal on that date, Education Code 54032 required the CDE to develop standards to identify students as academically low achieving for purposes of allocating Economic Impact Aid funds to school sites. However, the Economic Impact Aid program is no longer funded or administered by CDE.

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to **schools best able petitions that demonstrate the capability** to provide comprehensive learning experiences for **students who are identified by the petitioner as** academically low-achieving **students** according to standards established by the California Department of Education (CDE) under **Education Code 54032**. (Education Code 47605)

~~The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)~~

~~(cf. 0420.42 - Charter School Renewal)~~

~~(cf. 0420.43 - Charter School Revocation)~~

Note: Pursuant to Education Code 47604.1, as added by SB 126 (Ch. 3, Statutes of 2019), charter schools are subject to the Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and the Political Reform Act (Government Code 81000-91014). 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 government agencies including charter schools.

The Board shall **ensure verify** that any approved charter contains adequate processes and measures for holding the school accountable for **complying with applicable law, including Education Code 47604.1, and for** fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

Note: The following optional paragraph may be revised to reflect district practice. Although not required by law, CSBA's publication Charter Schools: A Guide for Governance Teams recommends one or more memoranda of understanding (MOUs) to address matters that are related to the charter petition but are not included in the petition, and to establish expectations for which the charter school can be held accountable. CSBA's manual provides examples of issues pertaining to business operations, administrative and support services, special education, and student assessment that might be addressed in an MOU.

CHARTER SCHOOL AUTHORIZATION (continued)

A sample MOU between SBE and a state-approved charter school, available on CDE's web site, may be adapted for use by districts.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the **California Department of Education CDE**, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition**The Board shall deny any charter petition that:**

Note: Education Code 47604, as amended by AB 406 (Ch. 291, Statutes of 2018), prohibits a petition submitted on or after July 1, 2019 from providing for the operation of a charter school as or by a for-profit corporation or organization. Also see BP 0420.42 - Charter School Renewal.

- 1. Proposes to operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)**

~~Note: Education Code 47605 provides that a district cannot approve a charter school serving students in a grade level not offered by the district unless the charter school also serves all the grade levels offered by the district. Thus, an elementary district cannot approve a charter for a high school, but may approve a charter for a K-12 school since it includes all grade levels served by the district.~~

- 2. ~~The Board shall deny any petition to a~~ Authorizes the conversion of a private school to a charter school. ~~(Education Code 47602)~~**

~~Note: Education Code 47605 provides that a district the Board cannot approve a charter school serving students in a grade level not offered by the district unless the charter school also serves all the grade levels offered by the district. Thus, an elementary district cannot approve a charter for a high school, but may approve a charter for a K-12 school since it includes all grade levels served by the district.~~

CHARTER SCHOOL AUTHORIZATION (continued)

- 3.** ~~The Board shall also deny any petition for a charter that p~~Proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code ~~47602~~, 47605)

Note: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made, as specified in items #1-6 below. ~~AB 1360 (Ch. 760, Statutes of 2017) amended Education Code 47605 to add that a petition may be denied if the petition does not include a declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining, as provided in item #6 below. 5 CCR 11967.5.1, which contains criteria that the SBE must consider in reviewing for SBE's review of~~ charter petitions, ~~which~~ may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified in items #1-6 below.

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to ~~the~~ SBE. (Education Code 47605)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference:

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*
220 *Nondiscrimination*
17078.52-17078.66 *Charter schools facility funding; state bond proceeds*
17280-17317 *Field Act*
17365-17374 *Field Act, fitness for occupancy*
32282 *Comprehensive safety plan*
33126 *School Accountability Report Card*
41365 *Charter school revolving loan fund*
42238.51-42238.2 *Funding for charter districts*
44237 *Criminal record summary*
44830.1 *Certificated employees, conviction of a violent or serious felony*
45122.1 *Classified employees, conviction of a violent or serious felony*
46201 *Instructional minutes*
47600-47616.7 *Charter Schools Act of 1992*
47640-47647 *Special education funding for charter schools*
47650-47652 *Funding of charter schools*
49011 *Student fees*
51745-51749.6 *Independent study*
52052 *Accountability: numerically significant student subgroups*
52060-52077 *Local control and accountability plan*
56026 *Special education*
56145-56146 *Special education services in charter schools*

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*

CODE OF REGULATIONS, TITLE 5

11700.1-11705 *Independent study*

11960-11968.5.5 *Charter schools*

CODE OF REGULATIONS, TITLE 24

~~Part 2 *California Building Standards Code*~~

UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

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)*

CHARTER SCHOOL AUTHORIZATION (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 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

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

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014

U.S. DEPARTMENT OF EDUCATION GUIDANCE PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program: **Title V, Part B of the ESEA, Nonregulatory Guidance**, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000

WEB SITES

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

California Charter Schools Association: <http://www.calcharters.org/ccsa.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 Administrative Regulation

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following administrative regulation is **optional**.

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

~~In circulating a petition, the petitioners~~ **Any petition circulated to collect signatures** shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having **his/her a** child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

Note: The following **optional** section may be revised to reflect district practice. CSBA's publication Charter Schools: A Guide for Governance Teams suggests that a petition review team is one method that a district may use to obtain input on proposed charters. Such a committee might include representatives of the district's human resources, fiscal services, risk management, student services, curriculum, special education, facilities, and other departments.

~~At his/her discretion, t~~**The** Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

CHARTER SCHOOL AUTHORIZATION (continued)

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

Note: CSBA's publication Charter Schools: A Guide for Governance Teams recommends specific content that would constitute a reasonably comprehensive description of each component listed in items #1-16 below, as well as **recommendations for** additional content that **is not may be requested, but not required, but may be requested** of the petitioners (e.g., school calendar, transportation arrangements, a sample of the curriculum and instructional materials).

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; **will** not charge tuition; and **will** not discriminate against a student on the basis of characteristics listed in Education Code 220. ~~It~~ **The petition** shall also contain reasonably comprehensive descriptions of: (Education Code 47605, ~~47611.5~~)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

Note: Education Code 47605 requires the charter petition to include annual goals for all students and for each numerically significant subgroup of students, ~~as defined,~~ and specific actions to achieve those goals as described in Education Code 52060. Pursuant to Education Code 52052, ~~a~~ numerically significant subgroups ~~includes~~ ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school. ~~For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education (SBE).~~

Education Code 47605 requires that these annual goals be aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement **and family engagement**; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of the local control funding formula); and (8) student outcomes in the specified course of study. See BP/AR 0460 - Local Control and Accountability Plan.

~~Unlike districts, charter schools are exempt from the requirements to solicit public comment, hold public hearings, and have their plans approved by the county office of education.~~

The petition shall include a description of **the charter school's** annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically

CHARTER SCHOOL AUTHORIZATION (continued)

disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed **charter** school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

Note: Education Code 47605 requires that the petition identify student outcomes that the charter school intends to use, including those that address increases in student achievement both schoolwide and for all groups of students served by the charter school, as defined in Education Code 47607. Education Code 47607 defines "all groups of students served by the charter school" to mean all numerically significant subgroups of students served by the charter school, as defined in Education Code 52052, served by the charter school.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.
3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the **charter** school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

CHARTER SCHOOL AUTHORIZATION (continued)

5. The qualifications to be met by individuals to be employed by the **charter** school.

Note: AB 1747 (Ch. 806, Statutes of 2018) amended Education Code 47605 to add a requirement that the charter petition include provisions for the development and annual update of a school safety plan.

6. The procedures that the **charter** school will follow to ensure the health and safety of students and staff, including the **following** requirements **that:**
- a. Each **charter** school employee **shall** furnish the school with a criminal record summary as described in Education Code 44237.**
 - b. The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(H) and procedures for conducting tactical responses to criminal incidents.**
 - c. The charter school's safety plan shall be reviewed and updated by March 1 each year.**
7. The means by which the **charter** school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.

Note: Pursuant to Education Code 47605, when the number of students who wish to attend the charter school exceeds the school's capacity, attendance must be determined by a public random drawing, with admission preference extending to students who currently attend the charter school and students who reside in the district. As amended by AB 1360 (Ch. 760, Statutes of 2017), Education Code 47605 provides that admission preferences may also include, but are not limited to, siblings of students admitted or attending the charter school and children of the school's teachers, staff, and founders identified in the initial charter. Education Code 47605, as amended, requires that the priority order for preference be determined in the charter petition as provided below.

8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to **Governing** Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

Note: Education Code 47605, as amended by AB 1360 (Ch. 760, Statutes of 2017), requires the petition to contain a comprehensive description of procedures by which a student can be suspended, expelled, or otherwise removed from the school, including how the school will comply with specified federal and state constitutional due process requirements.

CHARTER SCHOOL AUTHORIZATION (continued)

10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

Note: Education Code 47605 requires charter petitions to contain the declaration specified in item #15 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

15. A declaration as to whether or not the charter school **shall will** be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

Note: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in item #16 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

16. **Consistent with 5 CCR 11962, the** The procedures to be used if the charter school closes, including, but not limited to: ~~(5 CCR 11962)~~
 - a. Designation of a responsible entity to conduct closure-related activities

CHARTER SCHOOL AUTHORIZATION (continued)

- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the **charter** school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the **charter** school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the **charter** school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

CHARTER SCHOOL AUTHORIZATION (continued)

Note: Education Code 47605 requires that petitioners provide to the Governing Board the information listed in items #1-4 below. The Board may require additional information.

As outlined in CSBA's publication Charter Schools: A Guide for Governance Teams, some districts request a school calendar, information regarding transportation arrangements, staff development plans, assurances that the school will provide appropriate services for English language learners and students with disabilities, or any other information that will assist the Board in understanding the proposal. Districts that wish to require additional information in the charter may list those items below.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

Note: Education Code 47605 requires that information on school facilities, listed in item #1 below, must specify where the school intends to locate. Unless otherwise exempted, the school must be located within the geographic boundaries of the chartering district; see section "Location of Charter School" below.

1. The facilities to be used by the **charter** school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the **charter** school are to be provided
3. Potential civil liability effects, if any, upon the **charter** school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Note: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school granted by either the County Board of Education or the **SBE State Board of Education** following initial denial by the district **also** must locate within the geographic boundaries of the district that denied the petition.

The Attorney General has opined, in 89 Ops.Cal.Atty.Gen. 166 (2006), that online charter schools are subject to the restrictions and conditions placed upon independent study programs, including the requirement that students reside in the charter school's home county or an adjacent county.

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

CHARTER SCHOOL AUTHORIZATION (continued)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(10/15 12/17) 5/19

CSBA Sample Board Policy

Community Relations

BP 1312.1(a)

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

Note: The following Board policy may be subject to collective bargaining and should be revised to reflect district practice. See the accompanying administrative regulation for a sample complaint procedure.

The Governing Board accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process. The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

Note: In Baca v. Moreno Valley Unified School District, a federal district court found that a district policy barring criticism of employees at public board meetings violated the plaintiff's First Amendment rights by restricting the content of speech. The court further noted that the district could not legally prevent a person from speaking in open session, even if the speech was clearly defamatory. Thus, although the Governing Board may inform the speaker of appropriate district complaint procedures, it cannot prohibit public criticism of district employees. See BB 9323 - Meeting Conduct.

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3515.2 - Disruptions)

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

The Superintendent or designee shall determine whether a complaint **against any other employee** should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, ~~Board policy, and administrative regulation~~ **and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 - Nondiscrimination in Employment.**

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3555 - Nutrition Program Compliance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4144/4244/4344 - Complaints)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

Note: The following paragraph may be revised to reflect district practice. It is recommended that districts investigate all complaints, including those submitted anonymously, since failure to do so may subject the district to liability depending on the nature of the allegation. For example, the district can be held liable for civil damages for the sexual harassment of a student by an employee if the district is found to have been "deliberately indifferent" in its response to a complaint; see BP 5145.7 - Sexual Harassment.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

The Board prohibits retaliation against complainants. ~~The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.~~

Appeals

Note: The following optional section is for use by districts that allow appeals to the Board and may be revised to reflect district practice.

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

Note: Government Code 54957 authorizes the use of closed session for hearing **specific complaints or charges** against employees, **unless the employee requests an open session**. For detailed procedures and **notice requirements**, see BB 9321 - Closed Session Purposes and Agendas.

~~The Board may decide to uphold the Superintendent's decision without hearing the complaint.~~ **If the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with law Government Code 54957 unless the employee requests that it be heard in open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.**

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9323 - Meeting Conduct)

The Board's decision shall be final.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Note: ~~Education Code 44811 makes it a misdemeanor for a parent/guardian or other person to materially disrupt classwork or extracurricular activities or cause substantial disorder in a place where a school employee is required to be in the course of his/her duties. This misdemeanor is punishable by a fine, imprisonment or both.~~

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

Legal Reference:

EDUCATION CODE

33308.1 *Guidelines on procedure for filing child abuse complaints*

35146 *Closed sessions*

44031 *Personnel file contents and inspection*

44811 *Disruption of public school activities*

44932-44949 *Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

48987 *Child abuse guidelines*

GOVERNMENT CODE

54957 *Closed session; complaints re employees*

54957.6 *Closed session; salaries or fringe benefits*

PENAL CODE

273 *Cruelty or unjustifiable punishment of child*

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction of juvenile court*

COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

Management Resources:

CDE LEGAL ADVISORIES

0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4.93)

CSBA Sample Administrative Regulation

Community Relations

AR 1312.1(a)

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

Note: The following **optional** administrative regulation outlines a process for handling complaints concerning district personnel and may be subject to collective bargaining. This process should not be used for complaints concerning a Governing Board member; such complaints should be filed in writing directly with the Board.

The following regulation should be modified to reflect district practice.

~~The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.~~

~~(cf. 1312.2—Complaints Concerning Instructional Materials)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 4144/4244/4344—Complaints)~~

Every effort should be made to resolve complaints regarding district employees at the earliest possible stage. Any person who complains about a district employee shall be encouraged to resolve the matter informally through direct communication with the employee whenever possible.

If a complainant is unable or unwilling to resolve the complaint directly with the employee, ~~he/she~~ **the complainant** may submit an ~~oral or a~~ written complaint to the **principal or other** employee's immediate supervisor **of the employee or the principal**. Complaints related to a principal or ~~central office~~ **district** administrator shall be initially filed in writing with the Superintendent or designee. ~~Complaints related to the Superintendent shall be initially filed in writing with the Board.~~ If the complainant is unable to prepare the complaint in writing, administrative staff shall ~~help him/her to do so~~ **provide assistance in the preparation of the complaint.**

A written complaint shall include the full name of ~~each~~ **the** employee involved, a brief but specific summary of the complaint and the facts surrounding it, and a description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

- ~~1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.~~

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
- 4.1. When a written complaint is received, the employee **who is the subject of the complaint** shall be notified within five days or in accordance with **the** collective bargaining agreements.
5. A written complaint shall include:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter
- 6.2. Staff responsible for investigating complaints **The principal or other immediate supervisor of the employee** shall **investigate and** attempt to resolve the complaint to the satisfaction of the parties involved within 30 days. **A complaint against a school or district administrator shall be investigated by the Superintendent or designee. The investigation may include interviews of the employee, complainant, or witnesses as necessary and/or a review any documentation relevant to the complaint.**
3. **Both the complainant and employee shall be notified in writing of the final decision regarding the resolution of the complaint.**
- 7.4. **Both** **Either** the complainant **and or** the employee against whom the complaint was made may appeal **a the** decision. **A decision** by the principal or immediate supervisor **may be appealed** to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the **person parties** involved within 30 days. **Parties should consider and accept the Superintendent or designee's decision as final. However, Either** the complainant, **or** the employee, **or the Superintendent or designee may ask to address appeal the Superintendent's decision to the Governing** Board regarding the complaint.

COMPLAINTS CONCERNING DISTRICT EMPLOYEES (continued)

8.5. ~~Before any Board consideration of a complaint,~~ **If the decision is appealed to the Board,** the Superintendent or designee shall submit to the Board **the following information:** a written report concerning the complaint, including but not limited to:

- a. The full name of each employee involved
- b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
- c. A copy of the signed original complaint
- d. A summary of the action taken by the Superintendent or designee, **together with his/her specific finding and the reasons** that the problem has not been resolved **and the reasons**

~~9. — The Board may uphold the Superintendent's decision without hearing the complaint.~~

~~10. — All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.~~

~~Note: Government Code 54957 authorizes the use of closed session for hearing complaints against employees; for detailed procedures see BB 9321 Closed Session Purposes and Agendas.~~

~~11. — A closed session may be held to hear the complaint in accordance with law.~~

~~(cf. 9321 Closed Session Purposes and Agendas)~~

~~(cf. 9323 Meeting Conduct)~~

~~12. — The decision of the Board shall be final.~~

~~Note: Pursuant to the Child Abuse and Neglect Reporting Act (Penal Code 11164-11174.3), allegations of child abuse and neglect against district employees must be reported to and investigated by appropriate local agencies; see BP/AR 5141.4 Child Abuse Prevention and Reporting.~~

~~Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.~~

~~(cf. 5141.4 Child Abuse Prevention and Reporting)~~

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3511(a)

ENERGY AND WATER MANAGEMENT

The Governing Board recognizes the importance of minimizing the district's use of natural resources, providing a high quality environment that promotes health and productivity, and effectively managing the district's fiscal resources. **environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff. To that end, To support district goals for energy and water management,** the Superintendent or designee shall develop a resource management program which **may** include strategies for implementing effective and sustainable resource **use** practices, exploring **the use of** renewable and clean energy technologies **and/or sources**, reducing energy and water consumption, **minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices,** and promoting conservation principles **in the educational program.**

(cf. 0200 - Goals for the School District)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

(cf. 3512 - Equipment)

(cf. 6142.5 - Environmental Education)

The Superintendent or designee may solicit input from staff, students, and parents/guardians ~~about~~ **regarding** the district's **resource management** program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, ~~such as~~ **and may establish** a reward program to recognize outstanding accomplishments.

(cf. 1150 - Commendation and Awards)

The Superintendent or designee shall regularly inspect district facilities, **monitor and** operations, and make recommendations for maintenance and ~~capital expenditures~~ **repairs** which may help the district reach its conservation and management goals **and improve efficiency.**

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

Note: The California Energy Commission administers the Bright Schools Program pursuant to Public Resources Code 25410-25421. This program offers specific services to help districts become more energy efficient by providing design and implementation assistance, conducting energy audit and feasibility studies,

ENERGY AND WATER MANAGEMENT (continued)

providing equipment bid specifications, assisting with installation, and helping to secure loans for energy-related maintenance. **Districts may also seek funding for water projects through the Department of Water Resource's Proposition 1 Integrated Regional Water Management Grant Program, which provides funding for projects that help meet the long-term water needs of the state.**

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals. **The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.**

(cf. 1330.1 - Joint Use Agreements)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall ~~periodically~~ **regularly** report to the Board on the district's progress in meeting its conservation and **resource** management goals.

Storm Water Management

Note: The following section is ~~optional~~ **recommended for use by all districts, especially districts that are subject to the state's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities or that have been designated by State and federal law** authorize the State Water Resources Control Board (SWRCB) or a California regional water quality control board ~~to designate a school district~~ as an entity ("non-traditional MS4") which is required to obtain "coverage" under a General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems.

A district may be ~~so designated for any reason, including a water quality threat posed by its operation of storm drainage systems, at~~ **subject to either permit for a variety of reasons, including conducting activities that may result in discharge of water from** any district facility which drains into a municipal storm drainage system or **drains** directly or indirectly into a stream, creek, river, or the ocean. ~~A district required to obtain coverage under this General Permit is prohibited from discharging certain pollutants, other than storm water, into the storm drainage system and must develop a storm water management plan. A~~ **district that is covered by either or both of these General Permits must develop a storm water management plan consistent with the requirements of state and federal law and the applicable permit.**

The General Permit requires that the **Governing** Board, ~~as the governing body of the district,~~ adopt a resolution containing the plan and authorizing the Superintendent to implement and enforce the plan. The plan must then be submitted to the local regional water quality control board for approval. In addition, the district is required to submit annual reports to the local regional water control board describing the district's progress in implementing the plan.

~~The SWRCB anticipates that many school districts will be designated as "non-traditional MS4" over the next several years. Districts should consult with representatives of the local regional water control board and county office of education to ensure that appropriate plans are developed. Districts that have not yet been designated may revise or delete the following section as appropriate.~~

The following section and the accompanying administrative regulation reflect the recommendations of the California Department of Education (CDE), the Division of the State Architect in the Department

ENERGY AND WATER MANAGEMENT (continued)

of General Services, and the SWRCB in their joint publication Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, developed pursuant to Water Code 189.3, as amended by SB 1289 (Ch. 92, Statutes of 2018). See the Guidance for additional design and use practices for storm water and dry weather runoff capture practices that can generally be applied to all new, reconstructed, or altered public schools, including school grounds.

~~The Board desires to ensure that, to~~ **To** the maximum extent practicable, the district **shall** reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff. ~~When the district has been designated by the State Water Resources Control Board or a regional water quality control board, the~~

The Superintendent or designee shall ensure that the district complies with storm water discharge standards specified by any applicable General Permit requirements coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

Note: ~~The water management plan must describe how pollutants in storm water runoff will be controlled and must include best management practices addressing the six minimum control measures specified below, as well as measurable goals and timetables. The NPDES and MS4 General Permits each contain their own requirements. Districts should consult with their local regional water quality control board for requirements and approval of the plan.~~

The Superintendent or designee shall develop a storm water management **plan that complies with the provisions of the applicable permit** and shall submit the plan and a resolution authorizing the implementation of the plan to the Board for approval. The district's plan shall **and** describes best management practices, **design strategies**, measurable goals, and timetables for implementation. ~~in the following areas: and shall submit t~~The plan and a resolution authorizing the ~~its~~ implementation ~~of the plan~~ **shall be submitted** to the Board for approval. **(40 CFR 122.34)**

1. ~~Public education and outreach on storm water impacts~~
2. ~~Public participation, such as participation in adoption and implementation of the plan~~
3. ~~Illicit discharge detection and elimination, such as maps and programs to detect and eliminate illicit non-storm water discharges~~
4. ~~Construction site storm water runoff control, such as reviewing construction plans, inspecting sites, and tracking construction site runoff, as well as erosion and sediment controls~~

ENERGY AND WATER MANAGEMENT (continued)

5. ~~Post construction storm water management, such as developing design standards for preventing runoff and verifying proper maintenance and operation of control procedures~~
6. ~~Pollution prevention and good housekeeping, such as evaluating waste disposal, material storage, and equipment cleaning procedures and spill prevention, including at bus maintenance facilities~~

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

~~The Superintendent or designee shall regularly report to the Board on the status of the district's implementation efforts.~~

Emergency Interruption of Services

Note: The following **optional** section requires the development of an emergency action plan which identifies actions to be taken in the event of a **toxic spill or an emergency interruption of power, water, or other services. However, schools that are affected by regular public safety power shutoffs (e.g., actions by utility companies to preemptively shut off power in high fire risk areas to reduce fire risk during extreme and potentially dangerous weather conditions) should also consider including this section.** This plan may be incorporated into the district's emergency and disaster preparedness plan. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

In the event that instructional time is lost as a result of a power outage resulting from an emergency, such as a fire, flood, earthquake, ~~or~~ epidemic, **or other hardship** ~~and~~ as specified in Education Code 46392, districts may request credit for the loss of average daily attendance funding, as detailed in the ~~California Department of Education's~~ **CDE's Management Advisory 90-01.** See BP 3516.5 - Emergency Schedules for policy regarding changes in schedules due to an emergency and procedures for compensating for lost instructional time.

The Superintendent or designee shall develop a plan **to minimize disruption to the educational program** ~~describing actions to be taken~~ in the event of power outages or other emergency interruption of utility services, ~~both during and after school operations.~~ The plan shall ~~address~~ **include actions to be taken** ~~procedures to help ensure~~ **facilitate** student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and emergency personnel and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

ENERGY AND WATER MANAGEMENT (continued)*Legal Reference:*EDUCATION CODE**17213.1 School sites****17280 Construction of school buildings****35275 Coordination of new facilities with recreation and park authorities**

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

GOVERNMENT CODE**53097 Local agencies**PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE**189.3 Recommendations for best design and use practices****13383 Compliance with the federal Water Pollution Control Act**

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23**490-495 Model Water Efficient Landscape Ordinance**

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES PUBLICATIONS

0118.01 California's Energy Challenge

0706.90 Water Conservation Advisory, 90-09

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018**A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015**~~0222.90~~ Average Daily Attendance Credit During Periods of Emergency, **Management Advisory 90-01, rev. February 10, 2005**CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS**Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016**U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS**National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005**WEB SITESCSBA: <http://www.csba.org>Alliance to Save Energy: <http://www.ase.org>California Department of Education, Facilities: <http://www.cde.ca.gov/l/fa>**California Department of Water Resources: <https://water.ca.gov>****California Division of State Architect: <https://www.dgs.ca.gov/DSA>**California Energy Commission: <http://www.energy.ca.gov>California State Water Resources Control Board: <http://www.swrcb.ca.gov>**California Stormwater Quality Association: <https://www.casqa.org/resources>****Collaborative for High Performance Schools (CHPS): <https://chps.net>****Green School Yards America: <http://www.greenschoolyards.org>****U.S. Environmental Protection Agency: <http://www.epa.gov>**

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Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3514(a)

ENVIRONMENTAL SAFETY

Note: The following **optional** administrative regulation may be revised to reflect district practice.

The following paragraph may be revised to reflect the job position(s) designated to coordinate the district's environmental safety programs.

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

Note: The following section may be revised to reflect district practice. For further information, see the U.S. Environmental Protection Agency's (EPA) [Indoor Air Quality Tools for Schools](#).

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the ~~Superintendent or designee shall ensure that the~~ following strategies ~~are~~ **shall be** implemented:

Note: Education Code 17074.25, as amended by AB 2453 (Ch. 714, Statutes of 2018), authorizes a modernization grant under the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) to be used to limit student exposure to harmful air pollutants by updating air filtration systems. Additionally, Health and Safety Code 44391.3, as added by AB 2453, allows districts located in communities with a high cumulative exposure burden to toxic air contaminants to work with air districts to identify school sites in need of air quality improvements. Contingent on appropriations being made for this purpose in the annual Budget Act or other statutes, such schools or districts will be eligible for a grant to implement air quality mitigation efforts, including, but not limited to, air filter upgrades or installation and vegetation buffer planting.

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified

ENVIRONMENTAL SAFETY (continued)

in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew **and prevent accidents due to unsafe conditions**. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)

(cf. 3514.2 - Integrated Pest Management)

5. ~~The Superintendent or designee shall install a~~ **A** carbon monoxide detector or alarm **shall be installed** in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace, **unless otherwise exempted by state law or regulations**. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

ENVIRONMENTAL SAFETY (continued)

7. Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms, **school buses**, or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

<p>Note: The following section may be revised to reflect district practice. Forecasts of ozone levels and particle pollution are available through the federal AirNow web site and may be printed in local newspapers. The district may monitor ultraviolet radiation levels through the EPA's UV Index web site; see BP 5141.7 - Sun Safety.</p>

The Superintendent or designee may **coordinate with the local air resources control board and** monitor local health advisories and outdoor air quality alerts, **including to obtain** forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever **these measures a forecast** indicates a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

ENVIRONMENTAL SAFETY (continued)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Reduction of Vehicle Emissions

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions. See AR 3542 - School Bus Drivers for additional language reflecting these requirements.

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Note: Pursuant to 13 CCR 2025, any ~~district that owns, operates, leases, or rents a~~ diesel-fueled, dual-fueled, or alternative diesel-fueled school bus **with that has** a gross vehicle weight rating over 14,000 pounds **that and** was manufactured on or after April 1, 1977 is required to have **installed** a particulate filter **in the bus** that reduces diesel particulate matter emissions by 85 percent. An exception exists for any school bus that operates fewer than 1,000 miles per year. ~~Any school bus manufactured before April 1, 1977 should already be retired.~~

Any **school bus that is** diesel-fueled, dual-fueled, or alternative diesel-fueled ~~school bus with~~ **and has** a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water Safety

Note: The following section addresses the quality of tap water available in schools. See AR 3550 - Food Service/Child Nutrition Program for information about requirements to make fresh drinking water available during mealtimes.

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained, ~~to avoid the presence of~~ **ensure that drinking water consumed at school does not contain** dirt, mold, **lead**, or other impurities or **contaminants that may cause serious** health concerns.

ENVIRONMENTAL SAFETY (continued)

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate ~~the concern~~ **any potential problem** to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water **or on-site water filtration**, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Note: **Due to the health risks posed by lead exposure, especially to young children, EPA has recommended that districts test for the presence of lead in drinking water.** Health and Safety Code 116277 ~~as added by AB 746 (Ch. 746, Statutes of 2017)~~, requires a community water system serving a school constructed before January 1, 2010 to test for lead in the potable water system of the school. **Such testing is at the expense of the community water system and must be completed by July 1, 2019.** If the school's lead level exceeds 15 parts per billion (equivalent to .015 milligrams per liter), the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277."

Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal laws and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91, and may revise the following paragraph to reflect applicable requirements.

Health and Safety Code 1597.16, as added by AB 2370 (Ch. 676, Statutes of 2018), requires a licensed child day care center that is located in a building that was constructed before January 1, 2010, to have its drinking water tested for lead contamination as specified. See AR 5148 - Child Care and Development for further information regarding potable water requirements for day care centers.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to **shut down and** make inoperable any fountains or faucets where excess lead levels may exist. ~~(Health and Safety Code 116277)~~

Prevention of Lead Exposure

Note: The following section reflects **EPA** recommendations ~~of the EPA~~. For further information, the district may contact its city or county lead poisoning prevention program. **For information regarding the prevention of lead exposure in drinking water, see section on "Drinking Water Safety" above.**

In addition to ~~keeping school facilities as dust-free and clean as possible~~ **testing for the presence of lead in drinking water in district schools**, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. **School facilities shall be kept as dust-free and clean as possible.**

ENVIRONMENTAL SAFETY (continued)

- 2.** Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
- 2.3.** Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

Note: 17 CCR 35001-36100 contain state standards for lead abatement services. In addition, 40 CFR 745.61-745.339 extend federal standards for renovations involving lead-based paint to child-occupied facilities, which include preschools and **kindergarten classrooms** **elementary schools**.

- 3.4.** Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
- 4.5.** Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.
- 5.** ~~Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.~~

Any action to abate existing lead hazards, ~~excluding containment or cleaning,~~ shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Prevention of Mercury Exposure

Note: The following section may be revised to reflect district practice. Mercury may exist in schools in thermometers, barometers, switches, thermostats, flowmeters, **lamps** **light bulbs**, and other sources. Although devices containing mercury are considered safe as long as the mercury is sealed, if a device is broken and mercury spills, the health of students and staff may be endangered.

The Superintendent or designee shall identify any **mercury-containing** products **containing mercury** that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

ENVIRONMENTAL SAFETY (continued)

Note: The EPA's web site contains detailed procedures for cleaning up a small mercury spill, actions that should never be taken in the event of a spill, and items that should be assembled in a mercury spill kit.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

Note: Education Code 49410-49410.7 and the federal Asbestos Hazard Emergency Response Act (AHERA) (15 USC 2641-2656; 40 CFR 763.80-763.99) contain requirements for asbestos inspection and abatement which are applicable to school districts. For further information, consult the local air quality management district or air pollution control district.

40 CFR 763.84 requires the district to designate a person who will be responsible for ensuring that federal and state requirements are properly implemented. According to the EPA, this designated person is not required to be a licensed asbestos consultant, but the district must verify that he/she has received proper training. The specific knowledge that the designated person must have is described in the EPA's publication How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide. The following section may be revised to reflect the position designated to fulfill this responsibility, who may be the same person designated above to coordinate all the district's environmental safety programs.

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing **building** materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

ENVIRONMENTAL SAFETY (continued)

1. School facilities shall be inspected for asbestos-containing **building** materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing **building** materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

ENVIRONMENTAL SAFETY (continued)

5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84, **763.90**)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing **building** materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing **building** materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3540(a)

TRANSPORTATION

Note: Pursuant to Education Code 39800, the **Governing** Board may provide transportation for students to and from school whenever such transportation is advisable and good reasons exist to provide these services. The following **optional** policy is for use by districts that choose to provide transportation services, ~~either through their own transportation system, contracting out, or other methods,~~ **and should be revised to reflect district practice.**

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. **In determining t**~~The extent to which the district~~ **will** ~~provides for~~ transportation services, **the Board shall weigh shall depend upon** student and community needs **and against the cost of providing such services a continuing assessment of financial resources.**

(cf. 3100 - Budget)

(cf. 3250 - ~~Transportation Fees~~)

(cf. 3541 - Transportation Routes and Services)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 5116.1- Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict ~~Agreements~~ Attendance)

(cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board ~~the most~~ economical, **environmentally sustainable**, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

Note: **The following paragraph may be revised to reflect district practice. Pursuant to Education Code 39800 and 39802, t**~~The district may use one or more means to provide transportation, as indicated below. For example, the district may use one method school buses for its regular home-to-school program and another method contract with private parties to provide transportation for field trips or transportation for students with disabilities. This section should be revised to reflect district practice.~~

~~To provide transportation services, the Governing~~ **The Board** may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

TRANSPORTATION (continued)*(cf. 3311 - Bids)**(cf. 3312 - Contracts)*

Note: The following paragraph is optional. If a district that has been providing transportation decides instead to have alternative transportation provided through an outside company or volunteers, this action may constitute "contracting out" and be subject to negotiation pursuant to the Educational Employment Relations Act (Government Code 3540-3549.3).

In lieu of providing transportation in whole or in part, the district may pay the parents/guardians of a student on an Individual Education Plan (IEP) at the current federal mileage reimbursement rate. The amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

Note: The following optional paragraph is for use by districts that choose to require parents/guardians of transported students to pay a portion of the cost of transportation as authorized by Education Code 39807.5. Pursuant to Education Code 39807.5, the district must waive the fee for students with financial need and students with disabilities whose individualized education program includes transportation as a related service necessary for the student to receive a free appropriate public education. See BP/AR 3250 - Transportation Fees.

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

(cf. 3250 - Transportation Fees)

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student **pursuant to** ~~—(Education Code 35350)~~ **or the evacuation of students as necessary for their safety.**

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

*(cf. 3543 - Transportation Safety and Emergencies)**(cf. 5131.1 - Bus Conduct)*

Note: The following optional paragraph is for use by districts that maintain their own transportation system and may be revised to reflect district practice. Pursuant to Penal Code 637.7, the district is authorized, as the registered owner of the school bus, to use electronic tracking systems to determine the location or movement of the vehicle. It is recommended that school bus drivers be notified when a bus is so equipped.

TRANSPORTATION (continued)

In addition to using a global positioning system (GPS) to locate a bus in an emergency or to track delays, the district may choose to authorize parents/guardians to access the location data so that they may determine when their child has been picked up or dropped off at a bus stop.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

Note: The following **optional** paragraph is for use by districts that maintain their own transportation system.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference: (see next page)

TRANSPORTATION (continued)

Legal Reference:

EDUCATION CODE

35330 *Excursions and field trips*

35350 *Authority to transport pupils*

39800-39860 *Transportation, especially:*

39800 *Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"*

39801 *Contract with County Superintendent of Schools to provide transportation*

39802-39803 *Bids and contracts for transportation services*

39806 *Payments to parents in lieu of transportation*

39807 *Food and lodging payments in lieu of transportation*

39807.5 *Transportation fees*

39808 *District transportation of private school students*

41850-41854 *Allowances for transportation*

41860-41862 *Supplemental allowances for transportation*

45125.1 *Criminal background checks for contractors*

52311 *Regional occupational centers, transportation*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

PENAL CODE

637.7 *Electronic tracking devices*

VEHICLE CODE

2807 *School bus inspection*

CODE OF REGULATIONS, TITLE 5

14100-14103 *Use of school buses and school pupil activity buses*

15240-15343 *Allowances for student transportation, especially:*

15253-15272 *District records related to transportation*

VEHICLE CODE

~~2807 *School bus inspection*~~

CODE OF REGULATIONS, TITLE 13

2025 *Retrofitting of diesel school buses*

COURT DECISIONS

Arcadia Unified School District et. al. v. State Department of Education, 2 Cal. 4th 251 (1992)

(6/92 10/97) 5/19

CSBA Sample Board Policy

All Personnel

BP 4119.22(a)

4219.22

DRESS AND GROOMING

4319.22

Note: The following **optional** policy may be revised to reflect district practice. **Government Code 12949**, several court cases, and Public Employment Relations Board (PERB) decisions support districts' non-negotiable management prerogative to adopt a dress code. However, in 22 PERC P29, 136, PERB determined that districts must provide the exclusive bargaining representative with an opportunity to bargain over the "effects" of the dress code which may have an impact on matters within scope of representation. In addition, AB 196 (Ch. 164, Statutes of 2003) added Government Code 12949 to clarify that employers may require employees to comply with reasonable workplace appearance, grooming and dress standards, provided that employees are allowed to appear or dress consistently with their gender identity. Districts should consult legal counsel when prescribing or prohibiting specific items of clothing.

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 0415 - Equity)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4112.21/4212.21/4312.21 - Professional Standards)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5132 - Dress and Grooming)

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

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

In addition, the district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference: (see next page)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12926 Definitions

12940 Unfair employment practices

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

Public Employment Relations Board: <http://www.perb.ca.gov>

CSBA Sample Board Policy

Students

BP 5131.2(a)

BULLYING

Note: **Education Code 234.4, as added by AB 2291 (Ch. 491, Statutes of 2018), mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The following policy and accompanying administrative regulation contain sample procedures that fulfill this mandate and may be revised to reflect district practice.**

In addition, Education Code 234.1 and federal law **mandate** that the Governing Board adopt policy prohibiting discrimination, harassment, intimidation, ~~retaliation,~~ and bullying based on specified characteristics **and ensuring the protection of complainants from retaliation.** ~~AB 699 (Ch. 493, Statutes of 2017) amended Education Code 234.1 to include immigration status as a protected class;~~ **Also** see BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education Office for Civil Rights (OCR) clarified that misconduct that falls under a district's general anti-bullying policy may also trigger responsibilities under one or more federal **or state** antidiscrimination laws if the bullying is on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, and/or another legally protected category. ~~If so,~~ Federal law requires the district to **take immediate and appropriate action to** investigate or otherwise determine what occurred and, if it finds that unlawful discrimination did occur, take prompt and effective steps reasonably calculated to end the **harassment discrimination,** eliminate any hostile environment and its effects, and prevent the **harassment discrimination** from recurring.

~~In addition,~~ OCR's ~~August 2013~~ **October 2014** Dear Colleague Letter: Responding to Bullying of Students with Disabilities points out that any bullying of ~~any~~ student with ~~a~~ disabilities that results in the student not receiving meaningful educational benefit constitutes a denial of a free appropriate public education and must be remedied under the federal Individuals with Disabilities Education Act. As necessary, the school may need to convene the student's individualized education program (IEP) team to determine whether the student's needs have changed as a result of the bullying and, if so, revise the IEP to ensure that the student continues to receive appropriate special education and related services.

Thus, while this policy is intended to prevent and address all types of bullying incidents among students, ~~school officials need to know that~~ when "discriminatory bullying" is committed and the bullying is sufficiently serious to create a hostile educational environment for the alleged victim or to otherwise deny or limit ~~his/her~~ **the student's** educational benefits and services, including denial of a free appropriate public education, the alleged victim must be afforded the protections specified under relevant state and/or federal law.

The Governing Board recognizes the harmful effects of bullying on student **well-being,** **student** learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. ~~District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.~~ No individual or group shall, through physical, written, verbal, **visual,** or other means, harass, sexually harass, threaten, intimidate, ~~retaliate,~~ cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, **or retaliate against them for filing a complaint or participating in the complaint resolution process.**

(cf. 5131 - Conduct)

BULLYING (continued)

(cf. 5136 - Gangs)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

Note: Pursuant to Education Code 48900, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act, such as posting of messages on social media networks, and includes electronic acts that originate off campus.; see the section "Discipline" below and AR 5144.1 – Suspension and Expulsion/Due Process.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party, and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 – Freedom of Speech/Expression)
(cf. 6163.4 – Student Use of Technology)

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 – Comprehensive Safety Plan. In addition, Education Code 52060 52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 – Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 – School Plans/Site Councils)
(cf. 0450 – Comprehensive Safety Plan)
(cf. 0460 – Local Control and Accountability Plan)
(cf. 1220 – Citizen Advisory Committees)
(cf. 6020 – Parent Involvement)

Note: Because bullying is not limited to one and its effects extend beyond the school environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications Safe Schools: Strategies for Governing Boards to Ensure Student Success and Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement.

BULLYING (continued)

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

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Bullying Prevention

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 - Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

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

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 Student Use of Technology for language implementing this mandate.

BULLYING (continued)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict-resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

~~(cf. 6142.8 – Comprehensive Health Education)~~

~~(cf. 6142.94 – History/Social Science Instruction)~~

Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication *Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues*, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are **mandated** to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

~~(cf. 4131 – Staff Development)~~

~~(cf. 4231 – Staff Development)~~

~~(cf. 4331 – Staff Development)~~

BULLYING (continued)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 – Nondiscrimination/Harassment.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

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

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 – Guidance/Counseling Services)

Reporting and Filing of Complaints

Note: The following reporting process may be revised to reflect district practice.

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

BULLYING (continued)

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 – Uniform Complaint Procedures.

(cf. 1312.3 – Uniform Complaint Procedures)

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 – Search and Seizure and BP/E 6163.4 – Student Use of Technology.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on **specified characteristics** race or ethnicity, nationality, gender, sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55. Pursuant to 5 CCR 4600-4633, the **uniform complaint procedures (UCP)** must be used for this purpose. In addition, federal regulations require districts to adopt procedures providing for prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

Although some bullying incidents may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all bullying incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of **his/her an** actual or perceived membership in a legally protected class. Those bullying incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When a bullying incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with AR 1312.3 - Uniform Complaint Procedures.

BULLYING (continued)

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

(cf. 1312.3 - Uniform Complaint Procedures)

Discipline

Note: Pursuant to Education Code 48900 48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1—Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., *Wynar v. Douglas County School District*, *Lavine v. Blaine School District*). The court in *J.C. v. Beverly Hills Unified School District* found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her person or property, causing a substantially detrimental effect on his/her physical or mental health, causing substantial interference with his/her academic performance, or causing substantial interference with his/her ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief *Cyberbullying: Policy Considerations for Boards*. Also see BP 5131—Conduct and BP 5145.2—Freedom of Speech/Expression.

Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

BULLYING (continued)

~~(cf. 5138 – Conflict Resolution/Peer Mediation)~~
~~(cf. 5144 – Discipline)~~
~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~
~~(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))~~
~~(cf. 6159.4 – Behavioral Interventions for Special Education Students)~~

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

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

BULLYING (continued)*Management Resources:*CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007 rev. July 2010

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**Bullying Module**

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Guidance to **America's** Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/l/s/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <https://www.partnerforchildren.org>

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

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CSBA Sample Administrative Regulation

Students

AR 5131.2(a)

BULLYING

Note: Education Code 234.4, as added by AB 2291 (Ch. 491, Statutes of 2018), mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The following administrative regulation may be revised to reflect district practice.

Definitions

Note: The following section reflects definitions and examples of bullying and cyberbullying contained in the California Department of Education's (CDE) Bullying Module and may be revised to reflect district practice.

Education Code 48900 defines "bullying," including bullying via an electronic act, for purposes of establishing grounds for suspension or expulsion. See AR 5144.1 - Suspension and Expulsion/Due Process. In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to place that person in reasonable fear of the person's own or a family member's safety and for the purpose of imminently causing harassment or injury by a third party, and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account and or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. Physical bullying that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures
2. Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm

BULLYING (continued)

3. **Social/relational bullying that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public**
4. **Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles**

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. **Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate**

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. **Providing to students, through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying**
3. **Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously**
4. **Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias**

Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 - Nondiscrimination/Harassment.

5. **Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so**

BULLYING (continued)**Staff Development**

Note: Education Code 32283.5, as amended by AB 2291, requires districts to make available annually, to certificated staff and all other employees who have regular interaction with students, the CDE's online Bullying Module described below.

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 234.7, districts are **mandated** to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Student Instruction

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

BULLYING (continued)

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 234.7 requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Note: The remainder of this section reflects recommendations in CDE's Bullying Module and may be revised to reflect district practice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Note: The following reporting process may be revised to reflect district practice.

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

BULLYING (continued)

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - **Uniform Complaint Procedures**. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report ~~his/her~~ **such** observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - ~~Uniform Complaint Procedures~~.

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/E 6163.4 - Student Use of Technology.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., Wynar v. Douglas County School District, Lavine v. Blaine School District). The court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

BULLYING (continued)

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to ~~his/her~~ **the student's** person or property, causing a substantially detrimental effect on **the student's** ~~his/her~~ physical or mental health, causing substantial interference with **the student's** ~~his/her~~ academic performance, or causing substantial interference with **the student's** ~~his/her~~ ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief [Cyberbullying: Policy Considerations for Boards](#). Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

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

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

BULLYING (continued)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 - Suicide Prevention)

DRAFT

CSBA Sample Board Policy

Students

BP 5132(a)

DRESS AND GROOMING

Note: The following policy may be revised to reflect district practice. Pursuant to Education Code 35183, districts that adopt a school uniform policy are mandated to include specified provisions; see section on "Uniforms" below.

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear ~~clothes~~ **clothing that are is** suitable for the school activities in which they participate. ~~Students' clothing must not~~ **Students shall not wear clothing that presents a health or safety hazard or a distraction which would interfere with the educational process or is likely to cause a substantial disruption to the educational program.**

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)
(cf. 5145.2 - Freedom of Speech/Expression)

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

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

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Note: While students do not lose their constitutional rights by virtue of entering school grounds, numerous court decisions have found that the First Amendment rights of public school students are not necessarily the same as the rights of adults in other settings and must be viewed in light of the special circumstances of the school environment. In Hazelwood School District v. Kuhlmeier, the U.S. Supreme Court ruled that a school may limit student expression as long as its decision is reasonably related to "legitimate pedagogical concerns." For instance, districts may prohibit clothing that is vulgar or causes a substantial disruption to the educational program. Districts may also prohibit clothing that promotes drug use. While districts can regulate clothing that causes a "substantial disruption," districts cannot regulate student clothing simply because the district does not approve of the message displayed. The district's ability to prohibit "hate speech," including clothing with derogatory or demeaning messages, is unclear. The 9th Circuit Court in Harper v. Poway Unified School District ruled that a school could prohibit a student from wearing a t-shirt with a religious viewpoint against homosexuality, citing a provision in Tinker v. Des Moines which held that schools may prohibit speech that "intrudes upon the rights of other students" and interferes with their learning. However, because the student had graduated, the U.S. Supreme Court vacated the Harper decision on appeal and thus its analysis cannot be relied upon. It is recommended that the district consult legal counsel in the development of this policy and whenever it has questions about the appropriate enforcement of this policy based on student expression.

DRESS AND GROOMING (continued)

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 5145.2 - Freedom of Speech/Expression)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

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

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action. Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

Note: Education Code 35183 authorizes the **Governing** Board to approve a site-initiated plan that prohibits the school's students from wearing gang-related apparel. The definition of "gang-related apparel" must be limited to apparel that reasonably could be determined to threaten the health and safety of the school environment, and the Board's **approval must be based on a determination** ~~approving the school plan must determine that~~ the policy is necessary for the health and safety of ~~students~~ **the school environment**. In Marvin H. Jeglin et al v. San Jacinto Unified School District et al, a federal district court held that in order to justify a gang-related dress code, there must be evidence of a gang presence at a school and actual or threatened disruption or material interference with school activity. Education Code 32282 specifies that for the purpose of establishing a schoolwide dress code, gang-related apparel shall not be considered a protected form of speech pursuant to Education Code 48950.

District policy should not include a districtwide prohibition against wearing gang-related apparel. Pursuant to Education Code 35183, such a dress code must be initiated at the school-site level and apply only to the school where it is initiated.

DRESS AND GROOMING (continued)

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

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

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

Uniforms

Note: **In Jacobs v. Clark County School District, the 9th Circuit Court of Appeals held that a district policy requiring students to wear school uniforms did not violate students' First Amendment right to freedom of speech or expression, as such policies are viewpoint-neutral and content-neutral and not intended to suppress the expression of particular ideas.**

Pursuant to Education Code 35183, ~~authorizes the Board to approve a site initiated~~ the Board may approve a school-initiated plan that requires a school's students to wear uniforms. ~~The Board approving such a plan must~~ when the Board determines that the policy is necessary for the health and safety of students the school environment.

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

~~In order to promote student safety and discourage theft, peer rivalry, and/or gang activity, the principal, staff, and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.~~

Note: **Pursuant to Education Code 35183, if ~~If~~ the Board approves a plan adopts a dress code policy requiring uniforms for any school, it must Education Code 35183 requires that the Board provide a method whereby parents/guardians may choose to have their children exempted from the adopted school uniform policy. Education Code 35183 mandates that the Board policy include and the Board's policy must state a statement that such students shall not be penalized academically, otherwise discriminated against, or denied attendance to school.**

DRESS AND GROOMING (continued)

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

Note: Pursuant to Education Code 35183, a policy requiring uniforms may not be implemented without the availability of resources to assist economically disadvantaged students. In *Hartzell v. Connell*, the California Supreme Court stated that public schools may not charge a fee for any activity that is part of the regular school program. It is arguable that requiring uniforms would be considered a violation of *Hartzell* since the cost of the uniform could be deemed a "fee." However, the California Supreme Court in *Arcadia Unified School District v. California Department of Education* indicates that a court might find clothing was not an "essential element of school activity." Although the district's responsibility in this area is not clear, Boards with schools requiring uniforms are required to address this matter.

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

*Legal Reference:*EDUCATION CODE**220 Nondiscrimination**

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school

COURT DECISIONS***Jacobs v. Clark County School District, (2008) 26 F. 3d 419******Harper v. Poway Unified School District, (2006) 445 App. 3d 166****Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)*

827 F.Supp. 1459

*Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251****Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562****Hartzell v. Connell, (1984) 35 Cal. 3d 899****Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503***

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CSBA Sample Administrative Regulation

Students

AR 5132(a)

DRESS AND GROOMING

Note: The following optional administrative regulation should be revised to reflect district practice.

In cooperation with teachers, students, and parents/guardians, the principal or designee shall **may** establish school rules governing student dress and grooming which are consistent with law, **Governing** Board policy, and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

Note: SB 310 (Ch. 575, Statutes of 2001) added Education Code 35183.5 to provide that students be allowed to wear hats and other sun protective clothing outdoors. Each school site may adopt rules that specify the types of sun protective clothing that students will be allowed to wear outdoors and specify the types of clothing and hats that may be "inappropriate."

Each school shall allow students to wear sun protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

Note: Optional items #1-6-4 below may be used as a basis for either administrative regulations or school site rules. revised to reflect district practice.

In addition, the following guidelines shall apply to all regular school activities:

- 1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.**
- 2.1. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures, or any other insignia which are is crude, vulgar, lewd, obscene, profane, or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which or which promotes the use of alcohol, drugs, tobacco, or other illegal activity, advocate racial, ethnic or religious prejudice.**
- 2.2. Appropriate sShoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.**
- 3. Hats, caps, and other head coverings shall not be worn indoors.**
- 4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off the shoulder or low cut tops, and bare abdomens midriffs, and skirts or shorts shorter than mid-thigh are prohibited.**

DRESS AND GROOMING (continued)

5. ~~Gym shorts may not be worn in classes other than physical education.~~

6. ~~Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.~~

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. Coaches and teachers. In addition, the principal or designee may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes, special school activities, physical education classes, athletic activities, and other extracurricular and cocurricular activities.

(cf. 3260 - Fees and Charges)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

~~The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.~~

~~Each school shall allow~~ **Students shall be allowed** to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

(cf. 5141.7 - Sun Safety)

Gang-Related Apparel

Note: The following section is for use by districts in which individual schools have adopted a dress code prohibiting gang-related apparel pursuant to Education Code 35183. Legal counsel should be consulted when drafting language related to gang apparel. **It is recommended that districts consult legal counsel when developing administrative regulations related to gang apparel.**

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

DRESS AND GROOMING (continued)

Note: ~~Education Code 35183.5, as added by SB 310 (Ch. 575, Statutes of 2001), requires schools to allow students to wear hats and other types of sun-protective clothing while outside. However, the school's dress code policy may prohibit specific hats or apparel that has been determined to be gang-related.~~

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. **As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.**

Uniforms

Note: The following **optional** section is for use only by districts with schools that have a school uniform policy pursuant to Education Code 35183.

In schools **where that require** a schoolwide uniform **is required**, the principal, staff, and parents/guardians of the **individual** school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall also be informed of their right to have their child exempted.

Note: The following **three optional** paragraphs may be revised **as desired** to reflect district practice.

~~The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.~~

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

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CSBA Sample Board Policy

Instruction

BP 6142.1(a)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Note: The following policy is for use by districts that offer any of grades 7-12. ~~As amended by AB 329 (Ch. 398, Statutes of 2015),~~ Education Code 51934 requires districts to provide ~~both~~ comprehensive sexual health education and HIV prevention education to students in grades 7-12. See the accompanying administrative regulation for definitions and program requirements.

Education Code 51934, ~~as amended by AB 329,~~ also authorizes, but does not require, districts to provide age-appropriate comprehensive sexual health education prior to grade 7 on any of the topics specified in Education Code 51934. ~~Districts that choose to provide such instruction prior to grade 7 may revise the following policy and administrative regulation accordingly.~~

Sexual health education taught at any grade level must comply with the requirements of Education Code 51933. ~~Districts that choose to provide such instruction prior to grade 7 may revise the following policy and administrative regulation accordingly.~~

The Governing Board desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall **address the goals of the California Healthy Youth Act pursuant to Education Code 51930-51939, including providing** ~~provide~~ students with the knowledge and skills necessary to protect them—from **risks presented by** sexually transmitted infections, ~~and~~ unintended pregnancy, **sexual harassment, sexual assault, sexual abuse, and human trafficking** and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote **students'** understanding of sexuality as a normal part of human development and—~~their~~ ~~the~~ development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, **gender identity, gender expression,** sexual orientation, relationships, marriage, and family.

(cf. 5030 - Student Wellness)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.25 - Availability of Condoms)

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

(cf. 6142.8 - Comprehensive Health Education)

The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

Note: The following paragraph may be revised to reflect the grade levels offered by the district.

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, ~~including~~ at least once in junior high or middle school and at least once in high school. (Education Code 51934)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

(cf. 6143 - Courses of Study)

Note: ~~The following paragraph is for use by districts that require completion of a health education course for graduation from high school, and may be adapted for use by other districts. Pursuant to Education Code 51225.36, as added by SB 695 (Ch. 424, Statutes of 2015), any district that has a health education course requirement for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. Also see AR 6146.1 - High School Graduation Requirements. Education Code 51225.36 also requires that teachers delivering health instruction consult information related to sexual harassment and violence in the health curriculum framework.~~

The district's comprehensive sexual health education program shall include information on the affirmative consent standard. *Affirmative consent* is defined as affirmative, conscious, and voluntary agreement to engage in sexual activity. Teachers delivering such instruction shall consult information related to sexual harassment and violence in the state health curriculum framework. (Education Code 51225.36, 67386)

Note: Education Code 49381, as added by SB 1104 (Ch. 848, Statutes of 2018), requires districts that offer any of grades 6-12 to identify the most appropriate methods of informing parents/guardians of human trafficking prevention resources, and to provide such information through the identified methods by January 1, 2020. The following paragraph is for use by districts that maintain grades 6-12 and may be modified for districts that serve students in grades K-5.

The Superintendent or designee shall identify appropriate methods for informing the school community about subjects related to the district's comprehensive sexual health and HIV prevention education. The Superintendent or designee shall use such identified methods to inform parents/guardians of students in grades 6-12 about human trafficking prevention resources, as required pursuant to Education Code 49381.

Note: ~~Voluntary state content standards for health education, as adopted by the State Board of Education in 2008, include standards related to growth, development, and sexual health. See BP/AR 6142.8 - Comprehensive Health Education.~~

~~The district's curriculum shall support the purposes of the California Healthy Youth Act as specified in Education Code 51930-51939, be unbiased and inclusive of all students in the classroom, and be aligned with the state's content standards. The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.~~

~~*(cf. 5141.22 - Infectious Diseases)*~~

~~*(cf. 5141.25 - Availability of Condoms)*~~

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

~~*(cf. 6143 - Courses of Study)*~~

Note: ~~The following paragraph is optional and should be revised to reflect district practice.~~

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

~~The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program.~~

~~(cf. 1220 - Citizen Advisory Committees)~~

Parent/Guardian Consent

Note: Education Code 51938 requires districts to notify parents/guardians **of the about instruction in comprehensive** sexual health and HIV prevention **education** and of **the opportunity their right** to request that their child not receive the instruction. See the accompanying administrative regulation for details of the required notice.

Pursuant to Education Code 51938, ~~as amended by AB 329 (Ch. 398, Statutes of 2015)~~, districts must use a "passive consent" or "opt-out" process regarding sexual health and HIV prevention education and any assessments related to that instruction. Thus, each student must receive the instruction unless the parent/guardian notifies the district in writing that the student should not receive the instruction.

In addition, Education Code 51938 requires districts to use a passive consent or opt-out process **to obtain parent/guardian consent** when administering ~~to students in grades 7-12~~ an anonymous, voluntary, and confidential research and evaluation tool to measure students' health behaviors and risks, including a test, **questionnaire**, or survey **containing age-appropriate questions about** ~~regarding~~ sexual attitudes or practices. **However, for** ~~For~~ any such research and evaluation tool administered prior to grade 7, Education Code 51513 requires that parents/guardians ~~must~~ give permission before the instrument is administered to their child (i.e., "active consent").

20 USC 1232h mandates districts to adopt a policy regarding the district's arrangements to protect student privacy when such a survey is administered **to any student, regardless of their grade level**. See BP/AR 5022 - Student and Family Privacy Rights for language implementing this requirement.

Annually, At the beginning of each school year or at the time of a student's enrollment, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

~~(cf. 5022 - Student and Family Privacy Rights)~~

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

Legal Reference: (see next page)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

49381 Human trafficking prevention resources

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 ~~Materials~~ **Test, questionnaire, survey, or examination** containing questions about beliefs or practices

51930-51939 California Healthy Youth Act

51950 Abuse, sexual abuse, and human trafficking prevention education

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education **requirements and prohibited use of funds**

Management Resources:

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS

California LGBTQ Youth Report, January 2019

WEB SITES

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

California Department of Education, Sex Education and HIV/AIDS/STD Instruction: <http://www.cde.ca.gov/ls/he/se>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Partnership to End Domestic Violence: <http://www.cpedv.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Human Rights Campaign: <https://www.hrc.org/hrc-story/hrc-foundation>

U.S. Food and Drug Administration: <http://www.fda.gov>

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CSBA Sample Administrative Regulation

Instruction

AR 6142.1(a)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION

Note: The following administrative regulation is for use by districts that maintain any of grades 7-12. ~~As amended by AB 329 (Ch. 398, Statutes of 2015),~~ Education Code 51934 requires districts to provide comprehensive sexual health education and HIV prevention education to students in grades 7-12.

If the district chooses to provide age-appropriate sexual health education prior to grade 7 as authorized by Education Code 51934, ~~as amended by AB 329,~~ it may revise the following administrative regulation accordingly.

Definitions

Comprehensive sexual health education means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

HIV prevention education means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - *Comprehensive Health Education*)

(cf. 6143 - *Courses of Study*)

Age appropriate refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

Medically accurate means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

General Criteria for Instruction and Materials

~~Note: Education Code 51933 lists criteria for comprehensive sexual health and HIV prevention instruction and materials. AB 329 (Ch. 398, Statutes of 2015) expanded these criteria to add items #8-13 below.~~

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instruction and materials: (Education Code 51933)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

1. Are age appropriate
2. Are **factually and** medically accurate and objective
3. **Align** **Are aligned** with and support the following purposes as specified in Education Code 51930:
 - a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
 - b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family
 - c. To promote understanding of sexuality as a normal part of human development
 - d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
 - e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with **English learners, students with disabilities, and** students of all races, genders, sexual orientations, and ethnic and cultural backgrounds; **students with disabilities; and English learners**

(cf. 0410—Nondiscrimination in District Programs and Activities)

(cf. 1312.3—Uniform Complaint Procedures)

(cf. 6174 - Education for English Learners)

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids

(cf. 6159 - Individualized Education Program)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Uniform Complaint Procedures)

8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes
10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so
11. Teach the value of and prepare students to have and maintain committed relationships such as marriage
12. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, **harassment**, and intimidation

(cf. 5145.3 - Nondiscrimination/Harassment)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including **communication** **negotiation** and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities
14. Do not teach or promote religious doctrine

Components of Sexual Health and HIV Prevention Education

Note: In addition to meeting the requirements listed above in the section "General Criteria for Instruction and Materials," the district's comprehensive sexual health education and HIV prevention instruction must include the components or topics specified in Education Code 51934, as amended by AB 329 (Ch. 398, Statutes of 2015).

The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body
2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

(cf. 5141.25 - Availability of Condoms)

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

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing
6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and **that** testing is the only way to know if one is HIV-positive.

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence

9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:
 - a. Parenting, adoption, and abortion
 - b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
 - c. The importance of prenatal care

Note: Pursuant to Education Code 51934, as amended by AB 329 (Ch. 398, Statutes of 2015), requires that comprehensive sexual health education **must** include information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking, as provided in item #10 below, **sexual abuse, and human trafficking. AB 1861 (Ch. 807, Statutes of 2018) amended Education Code 51934 to require that the information on human trafficking include the components specified in items #10a and b below.**

In addition, pursuant to Education Code 51225.36, as added by SB 695 (Ch. 424, Statutes of 2015), any district that has a health education course requirement for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See AR 6146.1 High School Graduation Requirements. Education Code 51225.36 also requires that teachers delivering health instruction consult information related to sexual harassment and violence in the health curriculum framework.

For further information about adolescent dating abuse, see CSBA's governance brief Promoting Healthy Relationships for Adolescents: Board Policy Considerations.

10. Information about sexual harassment, sexual assault, **adolescent relationship abuse, intimate partner violence, sexual abuse, and sex human trafficking, including:**
 - a. **Information on the prevalence and nature of human trafficking, strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance if there is a suspicion of trafficking**
 - b. **Information on how social media and mobile device applications are used for human trafficking**

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

Note: Education Code 51934 requires that the comprehensive sexual health instruction include information about adolescent relationship abuse, as provided below. For further information about adolescent dating abuse, see CSBA's governance brief Promoting Healthy Relationships for Adolescents: Board Policy Considerations.

11. Information about adolescent relationship abuse and intimate partner violence, including the early warning signs of each

Note: Education Code 51934, as amended by AB 1868 (Ch. 428, Statutes of 2018), authorizes districts to provide the instruction described below. The following paragraph may be revised to reflect district practice.

The district's comprehensive sexual health education and HIV prevention education shall include instruction regarding the potential risks and consequences of creating and sharing suggestive or sexually explicit materials through cell phones, social networking web sites, computer networks, or other digital media. (Education Code 51934)

Note: Pursuant to Education Code 51225.36, as added by SB 695 (Ch. 424, Statutes of 2015), any district that has a health education course requirement for graduation from high school must include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. Also see AR 6146.1 High School Graduation Requirements. Education Code 51225.36 also requires that teachers delivering health instruction consult information related to sexual harassment and violence in the health curriculum framework.

Professional Development

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51933, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

(cf. 4131 - Staff Development)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV. In-service training shall be voluntary for personnel who have demonstrated expertise or received in-service training from the CDE or Centers for Disease Control and Prevention. (Education Code 51935)

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

The Superintendent or designee may expand HIV in-service training to cover the topic of comprehensive sexual health education **in order** for district personnel teaching comprehensive sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

The Superintendent or designee shall periodically provide continuing education that enables district personnel to learn about new developments in the understanding of abuse, including sexual abuse, and human trafficking and current prevention efforts and methods. Such education may include early identification of abuse, including sexual abuse, and human trafficking of students and minors. (Education Code 51950)

Use of Consultants or Guest Speakers

Note: Pursuant to Education Code 51933, 51934, and 51936, the district's comprehensive sexual health and HIV prevention education may be taught by outside consultants or delivered by guest speakers at an assembly, **and any** Any such instruction must comply with the same requirements as instruction provided by the district and in accordance with Education Code 51930-51939. If the district elects to use outside consultants or guest speakers, parents/guardians must be provided additional notice about the speaker and **the speaker's his/her** organization; see item #4 in the section below entitled "Parent/Guardian Notification."

The Superintendent or designee may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health and HIV prevention education or to provide training for district personnel. All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction. The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(cf. 6145.8 - Assemblies and Special Events)

Parent/Guardian Notification

Note: Education Code 51938 requires the district to provide parents/guardians the following notification. A sample notification letter is available on the California Department of Education's web site.

In addition, Education Code 49381, as added by SB 1104 (Ch. 848, Statutes of 2018), requires districts that offer any of grades 6-12 to identify the most appropriate methods of informing parents/guardians of human trafficking prevention resources, and to provide such information through the identified methods by January 1, 2020; see the accompanying Board policy. Districts that combine such information with the annual notification required pursuant to Education Code 51938 may revise the following section accordingly.

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

At the beginning of each school year or at the time of a student's enrollment, the Superintendent or designee shall notify parents/guardians about instruction in comprehensive sexual health education and HIV prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV prevention education are available for inspection
2. That parents/guardians have a right to excuse their child from comprehensive sexual health or HIV prevention education, or research on student health behaviors and risks, provided they submit their request in writing to the district
3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV prevention education will be taught by district personnel or outside consultants **and, if the district chooses to use outside consultants or guest speakers for this purpose, the following information:**

~~If the district chooses to use outside consultants or to hold an assembly with guest speakers to deliver comprehensive sexual health or HIV prevention education, the notification shall include: (Education Code 51938)~~

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, and 51938

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the Superintendent or designee shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. ~~(Education Code 51938)~~

(cf. 5145.6 - Parental Notifications)

Nonapplicability to Certain Instruction or Materials

~~Note: Pursuant to Education Code 51932, Education Code 51930-51939 requirements pertaining to instructional content, teacher training, and parental notification and consent do not apply to instruction that is not sexual health instruction or HIV prevention education as defined. When gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or~~

SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION (continued)

family are addressed in a separate instructional context, such as social studies, which does not also discuss human reproductive organs and their function, this instruction shall not be considered comprehensive sexual health instruction or HIV prevention education.

The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)

1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education **as defined in Education Code 51931**

(cf. 6142.93 - Science Instruction)

2. Instruction, ~~or~~ materials, **presentations, or programming** that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and **does** not discuss human reproductive organs and their functions

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CSBA Sample Board Policy

Instruction

BP 6142.6(a)

VISUAL AND PERFORMING ARTS EDUCATION

Note: The following **optional** policy may be revised to reflect district practice. State law requires that visual and performing arts be included in the course of study offered in grades 1-6 (Education Code 51210) and grades 7-12 (Education Code 51220); see AR 6143 - Courses of Study. In addition, Education Code 51225.3 requires completion of one course in visual or performing arts, foreign language (including American Sign Language), or career technical education for high school graduation; see BP 6146.1 - High School Graduation Requirements.

On January 9, 2019, the State Board of Education (SBE) has adopted revised content standards and proficiency levels for visual and performing arts, including standards for media arts in addition to dance, music, theatre, and visual arts at each grade level for grades K-8 and as a cluster for grades 9-12. Items #1-5 below reflect the major strands of the state content standards. The following policy reflects the updated state content standards.

AB 97 (Ch. 47, Statutes of 2013) redirected funding for arts and music block grants (established through uncodified SB 77, Ch. 171, Statutes of 2007) into the local control funding formula, thereby eliminating this separate source of funding for hiring of additional staff, purchase of new materials, books, supplies, and equipment; and/or staff development opportunities.

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall **provide opportunities for creation, performance, and appreciation of the arts be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.**

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

~~Note: The State Board of Education (SBE) has adopted content standards for visual and performing arts, including standards for dance, music, theatre, and visual arts at each grade level for grades K-8 and as a cluster for grades 9-12. Items #1-5 below reflect the major strands of the state content standards. Also see the SBE-adopted Visual and Performing Arts Framework for California Public Schools, Kindergarten Through Grade Twelve for further information about the development of standards-aligned curriculum and instruction.~~

The Board shall adopt academic standards for dance, **media arts**, music, theatre, and visual arts that **lead to artistic literacy and promote access and equity in the arts. District standards shall** describe the skills, knowledge, and abilities that students **shall be** are expected to possess at each grade level **and. The district's standards** shall meet or exceed state standards **for each of these disciplines.**

(cf. 0415 - Equity)

(cf. 6011 - Academic Standards)

VISUAL AND PERFORMING ARTS EDUCATION (continued)

The Superintendent or designee shall develop a sequential curriculum for dance, **media arts**, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the ~~following strands~~ **following artistic processes**:

1. ~~Artistic perception: processing, analyzing, and responding to sensory information through the use of language and skills unique to each arts discipline~~
2. ~~Creative expression: composing, arranging, and performing a work and using a variety of means to communicate meaning and intent in one's own original works~~
3. ~~Historical and cultural context: understanding the historical contributions and cultural dimensions of an arts discipline~~
4. ~~Aesthetic valuing: analyzing and critically assessing works of dance, music, theatre, and visual arts~~
5. ~~Connections, relationships, and applications: connecting, comparing, and applying what is learned in one arts discipline to learning in the other arts, other subject areas, and careers~~

1. **Creating: conceiving and developing new artistic ideas and work**
2. **Performing/producing/presenting: realizing artistic ideas and work through interpretation and presentation**
3. **Responding: understanding and evaluating how the arts convey meaning**
4. **Connecting: relating artistic ideas and work with personal meaning and external content**

(cf. 6141 - Curriculum Development and Evaluation)

Note: Pursuant to Education Code 60200, the SBE adopts basic instructional materials for use in grades K-8, including materials for visual and performing arts; see BP/AR 6161.1 - Selection and Evaluation of Instructional Materials. Education Code 60210 authorizes the Governing Board to select materials that have not been approved by the SBE provided that the materials are aligned with state academic content standards and the majority of participants in the review process are teachers assigned to the subject area or grade level for which the materials will be used.

For grades 9-12, Education Code 60400 and 60411 authorize the Board to select district instructional materials that meet criteria specified in law.

VISUAL AND PERFORMING ARTS EDUCATION (continued)

The Board shall adopt standards-based instructional materials for visual and performing arts ~~in accordance with applicable law, Board policy, and administrative regulation,~~ which may incorporate a variety of media and technologies.

- (cf. ~~0400~~ **0440** - District Technology Plan)
 (cf. 1312.2 - Complaints Concerning Instructional Materials)
 (cf. 6161.1 - Selection and Evaluation of Instructional Materials)
 (cf. 6161.11 - Supplementary Instructional Materials)
 (cf. 6162.6 - Use of Copyrighted Materials)
 (cf. 6163.1 - Library Media Centers)

Note: Education Code 99200-9920**54** establish The California Arts Project (TCAP), a statewide professional development project in the visual and performing arts. Professional development resources also may be located through the California Dance Education Association, the California Association for Music Education, the California Educational Theatre Association, and the California Art Education Association.

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement ~~adopted instructional materials~~ **the district's arts education program.**

- (cf. 4131 - Staff Development)

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

- (cf. 1230 - School-Connected Organizations)
 (cf. 1240 - Volunteer Assistance)
 (cf. 1260 - Educational Foundation)
 (cf. 1700 - Relations Between Private Industry and the Schools)
 (cf. 3290 - Gifts, Grants and Bequests)
 (cf. 6020 - Parent Involvement)
 (cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall regularly evaluate the implementation of **the district's arts education program** at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

- (cf. 0500 - Accountability)
 (cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

VISUAL AND PERFORMING ARTS EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8950-8957 California summer school **for** **of** the arts
32060-32066 Toxic art supplies
35330-35332 Field trips
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51225.3 Graduation requirements
58800-58805 Specialized secondary programs
60200-6021**03** Instructional materials, elementary schools
60400-60411 Instructional materials, high schools
99200-992**064** Subject matter projects

Management Resources:

CALIFORNIA ALLIANCE FOR ARTS EDUCATION PUBLICATIONS

Parents' Guide to the Visual and Performing Arts in California Public Schools

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Arts Framework for Public Schools, Kindergarten through Grade Twelve

California Arts Standards for Public Schools, Prekindergarten through Grade Twelve, January 2019

~~Visual and Performing Arts Framework for California Public Schools: Kindergarten through Grade Twelve, 2004~~

~~Visual and Performing Arts Content Standards, January 2001~~

~~Arts Education Program Toolkit: A Visual and Performing Arts Program Assessment Process, 2001~~

WEB SITES:

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

Arts Education Partnership: <http://aep-arts.org>

California Alliance for Arts Education: <http://www.artsed411.org>

California Arts Council: <http://www.cac.ca.gov>

California Art Education Association: <http://www.caea-arteducation.org>

California Association for Music Education: <http://www.actaonline.org/content/california-association-music-education>

California Dance Education Association: <http://www.cdeadance.org>

California Department of Education, Visual and Performing Arts: <http://www.cde.ca.gov/ci/vp>

California Educational Theatre Association: <http://www.cetoweb.org>

California Music Educators Association: <http://www.calmusiced.com>

The California Arts Project: <http://csmp.ucop.edu/tcap>

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CSBA Sample Board Policy

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

Note: The following policy is for use by districts that maintain grades 9-12.

The Governing Board desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

Note: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in items #1-6 below.

Pursuant to Education Code 66204, each district that maintains a high school also is required to develop a process for submitting courses to the University of California to ensure that they align with the "a-g" course requirements for college admission.

To obtain a high school diploma, students shall complete **at least** the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3) (40 credits)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three courses in mathematics (Education Code 51225.3) (30 credits)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three and one half (3 ½) courses in Social Studies, including World Geography (5 credits); World History and Cultures (10 credits); United States History and Geography (10 credits); American Government and Civics (5 credits); and Economics (5 credits) (Education Code 51225.3)

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

Note: Education Code 51225.3 authorizes the Board to include a course in career technical education (CTE) as an alternative to the visual or performing arts or foreign language course requirement for high school graduation. If the Board chooses to do so, it must, at a regular Board meeting prior to allowing a CTE course as an alternative, notify parents/guardians, students, teachers, and the public of information specified in Education Code 51225.3. In addition, the information must be included in the district's annual notification to parents/guardians pursuant to Education Code 48980; see the accompanying administrative regulation. Districts that do not allow this alternative course requirement should delete references to CTE in item #5 below.

The CTE course may be offered through different means, including a district-operated program, regional occupational center or program, or county office of education program pursuant to a joint powers agreement. See BP/AR 6178 - Career Technical Education and BP 6178.2 - Regional Occupational Center/Program for program details pertaining to CTE.

5. One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3) (10 credits: 2 semesters of the same language and/or visual performing arts)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)

Note: Pursuant to Education Code 51225.3, the Board may prescribe additional coursework (e.g., health education, service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See **AR BP** 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation. See AR 6143 - Courses of Study.

In addition, pursuant to Education Code 51225.6, as added by AB 1719 (Ch. 556, Statutes of 2016), a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation beginning in the 2018-19 school year. See AR 6143 - Courses of Study.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.8 - Comprehensive Health Education)

7. One semester of "Technology"
8. The equivalent of 75 credits of elective credits.
9. 15 hours of prior approved Community Service (this is in addition to the 245 credit graduation requirement).

(cf. 6142.4 - Service Learning/Community Service Classes)

Note: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 - Alternative Credits Toward Graduation.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions and Waivers from District-Adopted Graduation Requirements

Note: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements a foster youth, homeless student, former juvenile court school student, child of a military family, or, as amended by AB 2121 (Ch. 581, Statutes of 2018), a migrant student or a newly arrived immigrant student participating in a newcomer program who transfers into the district or between district high schools any time after completing the second year of high school, or an immigrant student who is in the third or fourth year of high school and is participating in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as

BP 6146.1(d)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

a primary objective the development of English language proficiency). This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer of a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student, or **within 30 days of a student beginning participation** participating in a newcomer program, the district is required to provide notice to the student of the availability of the exemption and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the homeless student ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a student participating in a newcomer program, as applicable.

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a A foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student, ~~or newly arrived immigrant student participating in a newcomer program~~ who transfers into the district **or between district schools** any time after completing the second year of high school, **or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program,** shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempted from any additional district-adopted graduation requirements adopted by the Board that are in addition to statewide course requirements. **This exemption shall not apply if, unless** the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer **or of the commencement of participation in a newcomer program, as applicable,** the Superintendent or designee shall notify any **such eligible** student ~~shall be~~

notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)
(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)

BP 6146.1(e)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

Retroactive Diplomas

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 shall be granted a high school diploma. (Education Code 51413)

Note: Items #1-3 below are **optional** and may be revised to reflect district practice.

AB 3022 (Ch. 772, Statutes of 2018) amended Education Code 51430 to authorize the granting of a diploma to persons who departed California in grade 12 against their will, as defined in Education Code 48204.4, as provided in item #1 below.

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War,

or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

BP 6146.1(f)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

Note: The following **optional** section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice. **As amended by AB 2109 (Ch. 167, Statutes of 2018), Education Code 51225.5 authorizes the Board to grant an honorary diploma to a terminally ill student, as provided in item #2 below.**

The Board may grant **an** honorary high school diplomas **s** to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation; and who is returning to the home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference: (see next page)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 **Pupil Student** in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, High School: <http://www.cde.ca.gov/ci/g/hs>
University of California, List of Approved a-g Courses:
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

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Policy Reference UPDATE Service

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CSBA Sample Board Policy

Community Relations

BP 1112(a)

MEDIA RELATIONS

Note: The following optional policy may be revised to reflect district practice.

As part of building positive media relations, the district may consider presenting awards to media representatives who have helped support district goals and programs. See BP 1150 - Commendations and Awards. The district may also nominate journalists for CSBA's Golden Quill Award, which recognizes fair, insightful, and accurate reporting of the objectives, operations, accomplishments, challenges, and opportunities related to public schools.

The Governing Board respects the public's **desire for and** right to information and recognizes that the media significantly influence the community's understanding of school programs, **student achievement, and school safety**. In order to develop and maintain positive media relations, the Board and ~~the~~ Superintendent ~~desire to~~ **shall** reasonably accommodate media requests for information and ~~to~~ provide accurate, reliable, and timely information.

In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.

(cf. 0400 - Comprehensive Plans)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0510 - School Accountability Report Card)

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

Media representatives are welcome at all **public** Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

(cf. 9321 - Closed Session)

(cf. 9322 - Agenda/Meeting Materials)

Note: Penal Code 627.2 requires all "outsiders" to register upon entering school grounds during school hours. Pursuant to Penal Code 627.1, media representatives are not defined as "outsiders." However, ~~an~~ the Attorney General **has opined** ~~opinion~~ (95 79 Ops.Cal.Atty.Gen. 509 58 (1996)) ~~has opined that,~~ **pursuant to** Education Code 32212, ~~and 35160 direct school authorities to prevent interference with the orderly educational activities of the school and authorize them to~~ **districts are authorized to prevent interference with the orderly educational activities of the school, which may include** restricting media representatives in the same manner that access by the general public may be limited (e.g., registration or accompaniment by a staff member when on school grounds). ~~Therefore, if~~ **According to the Attorney General opinion,** a district ~~that~~ **has** developed a policy requiring all members of the general public, both visitors and outsiders, to register upon entering school grounds, ~~only then~~ may **similarly require** media representatives ~~also be~~

MEDIA RELATIONS (continued)

~~required~~ to register **before coming on campus**. Although Attorney General opinions are not binding on the courts, they are generally afforded deference when there is no specific statutory or case law to the contrary. See BP/AR 1250 - Visitors/Outsiders for options regarding registration.

~~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 **optional** paragraph is only for use ~~only~~ by districts that require all visitors to register upon entering school grounds, **and does not apply to districts that only require outsiders to register. Districts should ensure consistency with this paragraph and** ~~see~~ BP 1250 - Visitors/Outsiders.

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

Staff may provide the media with student directory information, ~~including, but not limited to, the name of a student, school of attendance, grade level, honors, and activities,~~ **as identified in AR 5125.1 - Release of Directory Information**, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release **other student records or personally identifiable student** information that is private or confidential as required by law, Board policy, or administrative regulation. ~~No other access to student records or personally identifiable student information may be provided without written parent/guardian permission.~~

(cf. 1340 - Access to District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 9010 - Public Statements)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9324 - Minutes and Recordings)

Interviewing and Photographing Students

Note: In **95 79** Ops.Cal.Atty.Gen. **509 58** (1996), the Attorney General stated that, because students have a constitutional right to free speech, school administrators may not require prior written parental permission before allowing media representatives to interview particular students on campus. However, **Education Code 48907 and 48950 and case law has held that clarify that the district may adopt reasonable provisions for the time, place, and manner in which free expression may occur within the district's jurisdiction.** ~~students may exercise that right unless the "conduct by the student, in class or out of it, which for any reason — whether it stems from time, place or type of behavior — materially disrupts school or involves substantial disorder or invasion of the rights of others."~~ Therefore, in some circumstances (e.g., interviews during class time or interviews that identify other students by name), it may be appropriate to limit the student's ability to talk with the media on campus. Because this is a complex area of law, districts should consult with legal counsel before adopting a policy or practice that may limit students' constitutional rights.

MEDIA RELATIONS (continued)

Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a **substantial material disruption to the orderly operation** of school or a **substantial disorder-invasion of the rights of others, including privacy rights**, may exist with regard to photos. Furthermore, ~~it's clear that~~, in some cases, the publishing of a photo may affect student safety, ~~or privacy rights (e.g., such as when a student's whose attendance is concealed from a parent due to a domestic violence restraining order)~~. Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media.

The following **optional** paragraph should be revised to reflect district practice.

The district shall not impose restraints on students' right to speak freely with media representatives ~~at those times which do not disrupt a student's educational program~~. However, **interviewing and photographing** of students ~~may~~ **shall** not create **substantial disorder disruption to the orderly operation of the school** or impinge on the rights ~~of others or safety of students~~. Therefore, ~~in order to minimize possible disruption,~~ **the district shall encourage** media representatives who wish to interview **or photograph** students at school ~~are strongly encouraged to make prior arrangements with the principal~~. ~~At their discretion, parents/guardians may instruct their children not to communicate with media representatives.~~

(cf. 5145.2 - Freedom of Speech/Expression)

Note: ~~Neither the Attorney General opinion nor case law considers the rights of media to photograph students on school grounds. However, the same concerns raised with regard to student interviews, such as a material disruption of school or a substantial disorder, may exist with regard to photos. Furthermore, it's clear that, in some cases, the publishing of a photo may affect student safety or privacy rights (e.g., a student whose attendance is concealed from a parent due to a domestic violence restraining order). Districts should consult with legal counsel before adopting a policy or practice that may limit the photographing of students by the media.~~

The following **optional** paragraph should be modified to reflect district practice.

~~In order to protect the privacy and safety of students, a media representative who wishes to photograph students on school grounds should make arrangements with the principal or designee.~~

~~When interviewing or photographing a special education student, he/she shall not be identified as a special education student without prior, written parent/guardian permission.~~

Media Communication Plan Contacts/Spokespersons

Note: The following section should be revised to reflect district practice.

~~In order to help develop strong relations with the media, the Superintendent or designee shall develop a proactive media communications plan. This plan may include, but not be limited~~

MEDIA RELATIONS (continued)

~~to, information related to district programs and needs, student awards, school accomplishments and events of special interest.~~

~~(cf. 0510 - School Accountability Report Card)~~

~~(cf. 1100 - Communication with the Public)~~

~~(cf. 1160 - Political Processes)~~

The ~~plan shall specify~~ **Superintendent or designee shall identify** the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, ~~and~~ or the Director of Maintenance, Operations and Transportation. Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue **or appropriateness given a particular situation.**

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

~~(cf. 9240 - Board Training)~~

Crisis Communications Plan

Note: The following **optional** section may be revised to reflect district practice. CSBA recommends that districts develop a crisis communications plan to help ensure that accurate and timely information is provided to **students**, parents/guardians, the community, and the media during a crisis **or natural disaster**. This crisis plan may be a separate document or may be incorporated into other safety plans such as the district's comprehensive safety plan (see AR 0450 - Comprehensive Safety Plan) and/or emergency and disaster preparedness plan (see AR 3516 - Emergencies and Disaster Preparedness Plan).

~~The following **optional** section should be modified to reflect district practice.~~

~~During a disturbance or crisis situation, the first priority of school staff is to assure the safety of students and staff. However, the Board recognizes the need. **The Superintendent or designee shall develop strategies for working with the media** to provide timely and accurate information to **students**, parents/guardians, and the community during a crisis **or natural disaster**. The Board also recognizes that the media have an important role to play in relaying this information to the public. In order to help ensure that the media and district work together effectively, the Superintendent or designee shall develop a crisis communications plan to identify communication strategies to be taken in the event of a crisis. The crisis communications plan may include, but not be limited to, identification of a media center location, **strategies for press conference logistics, and development and integration of both internal and external notification systems, including public address systems, social media, web site postings, and text alerts.** and strategies for press conference logistics.~~

MEDIA RELATIONS (continued)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The crisis communications plan may include but not be limited to identification of a media center location, development of both internal and external notification systems, and strategies for press conference logistics.

The Superintendent or designee shall include local law enforcement, and media representatives, and district technology personnel in the crisis planning process.

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance of public school or meeting

35144 Special meetings

35145 Public meetings

35160 Authority of governing boards

35172 Promotional activities

48907 Freedom of speech and press

48950 Prohibition against disciplinary action for first amendment speech

49061 Definition of directory information

49073 Directory information

EVIDENCE CODE

1070 Refusal to disclose news source

PENAL CODE

627-627.10 Access to school premises

UNITED STATES CODE, TITLE 20

1232g Family educational and privacy rights

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 Definition of directory information

COURT DECISIONS

Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302

ATTORNEY GENERAL OPINIONS

~~95~~ **79** *Ops. Cal. Atty. Gen.*, ~~509~~ **58** (1996)

Management Resources:

WEB SITES

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

(10/96 7/01) 7/19

Policy Reference UPDATE Service

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The Government Claims Act (Government Code 810-996.6) sets forth prelitigation requirements and deadlines for claims against public entities, including school districts. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 900-915.4 also apply to claims for breach of contract.

Because a district's insurance carrier or joint powers authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

Pursuant to Government Code 935, district claims procedures may include a requirement that a claim be presented and acted upon in accordance with those procedures as a prerequisite to a lawsuit. Failure to include such a requirement may subject the district to increased liability.

Unless otherwise provided by law, prior to filing a lawsuit against the district for money or damages, a written claim shall be filed in accordance with the following administrative regulation.

Time Limitations

Note: Items #1-4 below list timelines for claims pursuant to the Government Claims Act and other applicable statutes. **As amended by SB 1053 (Ch. 153, Statutes of 2018), Pursuant to Government Code 935, the district's authority clarifies that the authority of a district to adopt local claims presentation procedures for causes of action which are excepted from the Government Claims Act by Government Code 905 and are not governed is not applicable to those excepted causes of action which have their claims presentation procedures specified in by other statutes or regulations, such as does not apply to childhood sexual abuse. Rather, claims for childhood sexual abuse are governed by the timelines and procedures specified in Code of Civil Procedure 340.1.**

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to childhood sexual abuse or any other cause of action which is specifically excepted from the Government Claims Act by Government Code 905, and for which governed by a statute or regulation provides a claims presentation procedure, including childhood sexual abuse, and other causes of action specifically excepted from the Government Claims Act by Government Code 905 shall be filed in accordance with the applicable governing statute or regulation. (Government Code 905, 935)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in Government Code 905 **and which are not governed by any other applicable statutes or regulations**. Optional item #2 below is for use by any district whose board has chosen to exercise the authority to establish district procedures for such claims; see the accompanying Board policy. Item #2 provides six months as the time limitation for filing such claims, which is consistent with the requirement in Government Code 935 that the district's procedure not require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, item #2 should be revised accordingly.

If a claimant misses a deadline for a claim required to be submitted in accordance with item #2 or #3 below, **he/she the claimant** may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

2. In accordance with the **Governing** Board's authority pursuant to Government Code 935, claims for money or damages which relate to any cause of action specifically excepted from the Government Claims Act by Government Code 905 **but and** which are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 935)
3. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the **Governing** Board not later than six months after the accrual of the cause of action. (Government Code 911.2)
4. Claims for money or damages relating to any other cause of action shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

Note: Most JPAs and insurance carriers provide a claim form. The person submitting the claim need not use the claim form provided by the district but, pursuant to Government Code 910 and 910.2, the claim must contain a signature and all the information listed below.

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case **of \$25,000 or less.**
7. The signature of the claimant or the person acting on **his/her the claimant's** behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

Note: The reference to item #2 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #2 in the section "Time Limitations" above).

For claims under items #2 and #3 in the section "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.4)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason ~~he/she~~ **the person** failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Note: **Pursuant to Government Code 945.6, if** the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action **or fails to provide written notice rejecting the claim, the claim is considered to be rejected, but** the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

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CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: The following policy may be revised to reflect district practice. Pursuant to U.S. Department of Agriculture (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are **mandated** to adopt policy addressing delinquent meal charges; see the section "Meal Sales" below and the accompanying administrative regulation.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to construct buildings. Revenues also may not be used to purchase land or buildings, unless otherwise approved by the USDA. Authorized expenditures are **specified in Education Code 38101 and** defined in the California Department of Education's (CDE) California School Accounting Manual.

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

Note: **The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts.** Pursuant to 42 USC 1776 and 7 CFR 210.30, as amended by 84 Fed. Reg. 8247, ~~the~~ USDA has established minimum professional standards for food service ~~personnel~~ directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. ~~With approval from the CDE, more flexible standards may be used in districts with average daily attendance of less than 500 or in districts of any size when hiring a new acting food services director. For more information about professional standards for food service directors, see CDE's Nutrition Services Division Management Bulletin SNP 17-2016. See CDE's Nutrition Services Division Management Bulletin 10-2019 for information about state hiring standards.~~

The Superintendent or designee shall ensure that **all** food service ~~personnel~~ director(s) possess the ~~required~~ qualifications **required by 7 CFR 210.30 and California Department of Education (CDE) standards,** and receive ongoing professional development related to ~~the effective management and implementation of the district's food service program in accordance with law.~~

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Note: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training on administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures) at least once each year. In addition, all food service personnel are required to receive annual training that (1) is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and (2) includes modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. The CDE provides online training that meets these requirements; see [the CDE's web site](#).

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the [California Department of Education \(CDE\)](#). (42 USC 1776)

Meal Sales

Note: The following section may be revised by districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school. For further information, see BP/AR-3553 - Free and Reduced Price Meals.

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

Note: Pursuant to Education Code 38082, the Governing Board may adopt a resolution to authorize serving meals to additional persons other than those listed above. CDE's Nutrition Services Division Management Bulletin [No. 00-111](#) states that the Board's policy or resolution must specify the means for serving those persons and indicates that using funds from the National School Lunch or Breakfast Program to serve any nonstudent would be contrary to program goals. The following **optional** paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Note: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, **which are paid from district funds other than the cafeteria fund**, pursuant to Education Code 38100).

Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin [USDA-SNP-16-2012 12-2018](#).

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. **Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.**

(cf. 3553 - Free and Reduced Price Meals)

Note: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. See the accompanying administrative regulation for additional language fulfilling this mandate. **Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), districts must make the meal charge policy public.**

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with **BP/AR 3553 - Free and Reduced Price Meals**, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public **pursuant to Education Code 49557.5.**

Note: **Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students. For further information, see** Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, ~~the district's unpaid meals policy must ensure that students with unrecovered or delinquent debt are not overtly identified. In addition, Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students with unpaid meal fees are not shamed or treated differently than other students.~~

In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees **or a student who is enrolled in the free or reduced-price meal program is not overtly identified, by the use of special tokens, tickets, or other means and is not shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557, 49557.5)**

Note: ~~Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

Cafeteria Fund

Note: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

Note: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

Note: The following **optional** paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Contracts with Outside Services

Note: The following section is **optional**. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of the CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

Note: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. ~~This provision indicates~~ **USDA Memorandum SP 38-2017 clarifies** that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to **USDA the** Memorandum **SP-24-2016**, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in USDA Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, ~~as added by SB 730 (Ch. 571, Statutes of 2017), the~~ CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. *Domestic commodity or product* means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Note: Pursuant to Food and Agriculture Code 58595, as added by AB 822 (Ch. 785, Statutes of 2017), a district that solicits bids for the purchase of an agricultural product must give preference for California-grown agricultural products, with certain conditions, as provided below.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Note: Pursuant to Public Contract Code 20111, as amended by SB 544 (Ch. 395, Statutes of 2017), districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

Note: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. Each district is reviewed at least once every three years. See the CDE's nutrition services web site for a current list of documents that may be requested for the review.

During the Administrative Review, CDE will review district policies on charge accounts, alternate meals, unpaid meal charges, and guidelines for continually notifying parents/guardians of these policies.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

*Legal Reference:*EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use
 38090-38095 Cafeterias, funds and accounts
 38100-38103 Cafeterias, allocation of charges
 42646 Alternate payroll procedure
 45103.5 Contracts for management consulting services; restrictions
 49490-49493 School breakfast and lunch programs
 49500-49505 School meals
~~49554 Contract for services~~
 49550-49564.5 Meals for needy students, **especially:**
49550.5 Universal breakfast
49554 Contract for services
 49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.~~318317~~-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources: (see next page)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)*Management Resources:*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONSCalifornia School Accounting ManualFood Distribution Program Administrative Manual**Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019****Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018****Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD Management Bulletin, SNP-03-2018, February 2018***Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD Management Bulletin, FDP-01-2018, January 2018**Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017***Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015****Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, NSD Management Bulletin, USDA SNP-06-2015, May 2015***Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013***Paid Lunch Equity Requirement, NSD Management Bulletin, USDA SNP-16-2012, October 2012***Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000*U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONSFAQs About School Meals**Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017****Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016***Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017**Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016***Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016***Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016***Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016***Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014*WEB SITES*California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>**California School Nutrition Association: <http://www.calsna.org>**U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>*

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CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3551(a)

FOOD SERVICE OPERATIONS/CAFETERIA FUND

Note: Districts that ~~have one or more high poverty schools operating under the federal universal meal service provision (42 USC 1759a), which provides breakfast and/or lunch free of charge to all students at the school (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5~~ should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.

Payments for Meals

Note: State and federal law (Education Code 49550; 42 USC 1758, 1773) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. California Department of Education (CDE) Nutrition Services Division Management Bulletin SNP-~~06-201503-2018~~ clarifies that districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.

In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. ~~Districts that choose to do so may modify the following paragraph accordingly.~~ For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.

The following section includes recommendations of the CDE's Nutrition Services Division Management Bulletin and the USDA's "FAQs About School Meals" on the USDA's web site and may be revised to reflect district practice.

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

Note: CDE's program monitoring process (the Administrative Review) requires districts to continually notify parents/guardians of district policies regarding meal payments, including charge accounts and alternate meals if applicable. Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph may be revised to reflect district practice. According to the USDA's "FAQs About School Meals," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets at the beginning of the school year and/or when applications for free and reduced-price meals are distributed or approved; **(2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student;** ~~(2)~~ **(3)** issues at least one advance warning to the student or ~~his/her~~ **the student's** parent/guardian prior to refusing to issue a replacement ticket; and ~~(3)~~ **(4)** does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, the USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, ~~shall not require a student to pay a bill that appears to be the result of identity theft,~~ and shall open a new account **as appropriate** ~~with a new account number~~ for a student whose **se account** appears to **have been misused** ~~be the subject of identity theft.~~

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Note: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

Note: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are **mandated** to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.

~~Pursuant to Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), the district must notify parents/guardians within 10 days of a negative balance in their child's school meal account. Prior to sending the notification to the parent/guardian, the district must exhaust all options and methods to certify the student for free or reduced price meals. The district is required to reimburse meal fees paid by the parent/guardian during any time that the student would have been eligible for free or reduced price meals, to the extent that the expense is reimbursable under the National School Lunch Program.~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.

No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)

Note: Education Code 49557.5, as added by SB 250 (Ch. 726, Statutes of 2017), prohibits the use of a debt collector to collect unpaid school meal fees.

The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)

Note: The following **optional** paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.

The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)

Note: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

Note: Pursuant to CDE's Nutrition Services Division Management Bulletins ~~SNP 06 2015 and~~ SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

Note: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to CDE using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

~~Note: The following section is optional and may be revised to reflect district practice. Health and Safety Code 114079, as amended by SB 557 (Ch. 285, Statutes of 2017), authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization.~~

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

Note: Education Code ~~38091~~ **38093** authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, ~~38091~~ **38093**)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

Note: Education Code 38101, as amended by AB 3043 (Ch. 593, Statutes of 2018), permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

Note: The following optional paragraph is for use by districts that choose to provide universal breakfast (free of charge to all students) at one or more schools. Pursuant to Education Code 49550.5, as added by AB 3043, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act).

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Note: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and USDA guidance SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate **as approved by CDE** or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Note: Pursuant to 7 CFR ~~210.7~~ **210.14** and ~~220.14~~ **220.7**, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months average expenditures. If there is a surplus, then according to USDA guidance, Indirect Costs: Guidance for State Agencies and School Food Authorities, the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. **CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that the** ~~The~~ spending plan developed by the district under such circumstances must be approved by the CDE.

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. ~~(2 CFR 220.14)~~ **(7 CFR 210.14, 220.7)**

U.S. Department of Agriculture Foods

Note: The following **optional** section is for use by districts that participate in the National School Lunch Program and receive foods from the USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools. Pursuant to 42 USC 1758, USDA must ensure that foods offered through this program reflect the most recent Dietary Guidelines for Americans.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

~~The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)~~

1. ~~Are sanitary and free from rodent, bird, insect, and other animal infestation~~
2. ~~Safeguard foods against theft, spoilage, and other loss~~
3. ~~Maintain foods at proper storage temperatures~~
4. ~~Store foods off the floor in a manner to allow for adequate ventilation~~
5. ~~Take other protective measures as may be necessary~~

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

Note: The following **optional** section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts—~~in~~ the district **maintains**; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

FOOD SERVICE OPERATIONS/CAFETERIA FUND (continued)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4212 - Appointments and Conditions of Employment)

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CSBA Sample Administrative Regulation

Certificated Personnel

AR 4117.7(a)
4317.7

EMPLOYMENT STATUS REPORTS

Note: Education Code 44030.5 and 44242.5, as added and amended by AB 449 (Ch. 232, Statutes of 2013), and 5 CCR 80303, as amended by Register 2014, No. 14, require the Superintendent to make a report to the Commission on Teacher Credentialing (CTC) when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. Upon notification by the district or other specified agencies, the CTC may conduct a review and take an adverse action against the certificated employee, including, but not limited to, suspension or revocation of the credential.

Pursuant to 5 CCR 80303, the report must be made regardless of any proposed or actual agreement, settlement, or stipulation between the district and the employee not to make such a report. The report must also be made if the allegations are withdrawn in consideration of the employee's resignation, retirement, or other failure to contest the truth of the allegations.

Pursuant to Education Code 44030.5 and 5 CCR 80303, as amended, the Superintendent's failure to make the report of the change in employment status or to notify the affected employee of the contents of 5 CCR 80303 would be considered unprofessional conduct and, if it is determined that the Superintendent refused or willfully neglected to make the report, he/she the Superintendent may be found guilty of a misdemeanor and fined.

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or nonreelected

(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.6 - Decision Not to Rehire)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

2. Resigns

(cf. 4117.2/4217.2/4317.2 - Resignation)

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

EMPLOYMENT STATUS REPORTS (continued)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Note: Pursuant to Education Code 44030.5 and 44242.5, as added and amended by AB 449 (Ch. 232, Statutes of 2013), a change in employment status due solely to unsatisfactory performance or a reduction in force does not require a report to the CTC.

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

(cf. 4115 - Evaluation/Supervision)

(cf. 4117.3 - Personnel Reduction)

Note: Education Code 44030.5 requires the Superintendent to submit the report to the CTC within 30 days of the change in employment status. 5 CCR 80303, as amended by Register 2014, No. 14, requires the CTC to acknowledge receipt of the report within 30 days of receipt.

5 CCR 80303, as amended, describes the contents that must be included in the report. The report should be made using a notification form available on the CTC's web site and attaching relevant documents, evidence, and materials related to the district's investigation of the misconduct.

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by the CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

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

Additional Reports of Employee Misconduct

Note: Notification forms for the reports specified in items #1-2 below are available on the CTC's web site.

The Superintendent or designee shall submit a report to the CTC, using a form provided by the CTC and attaching all relevant documents, whenever:

EMPLOYMENT STATUS REPORTS (continued)

Note: Pursuant to Education Code 44940, the district must notify **the** CTC when an employee has been charged in court with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 **or a violation or attempted violation of Penal Code 187 (murder)**. Also see ~~BP~~AR 4118 - Dismissal/Suspension/Disciplinary Action. Upon receiving notification from the district regarding any such offense, **the** CTC will automatically suspend the employee's credential. Education Code 44423.5 also requires **the** CTC to suspend an individual's credential upon receiving notice that another state has taken final action to revoke the individual's credential.

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 **or violation or attempted violation of Penal Code 187 (murder)**. (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to **the** CTC. In addition, **he/she the Superintendent or designee** shall report to **the** CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

Note: According to **the** CTC's notification form, submission of this notification to **the** CTC does not relieve the district of the obligation to also submit an employment status report of the same misconduct when the district takes disciplinary action resulting in a change in employment status.

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

Note: Education Code 44242.5 gives **the** CTC authority to review any of the violations described in items #1-3 below upon receiving notice from a district. Since the law does not require districts to report these violations to **the** CTC, the district should revise the following list to identify the types of violations that it will report and then ensure consistent implementation.

As appropriate, the Superintendent or designee also shall notify **the** CTC of any of the following:

Note: Pursuant to Education Code 44242.5, **the** CTC will not consider action on the basis of alleged sexual misconduct (item #1 below) unless there is evidence in the form of a written or oral declaration under penalty of perjury that confirms the personal knowledge of the declarant regarding the acts alleged to constitute misconduct.

EMPLOYMENT STATUS REPORTS (continued)

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

The notice to **the** CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

(cf. 1312.1 - Complaints Concerning District Employees)

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

(cf. 5145.7 - Sexual Harassment)

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

(cf. 5125 - Student Records)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

Legal Reference: (see next page)

EMPLOYMENT STATUS REPORTS (continued)

Legal Reference:

EDUCATION CODE

44009 Conviction of specified crimes

44010 Sex offense, definitions

44011 Controlled substance offense, definitions

44030.5 Employment status reports

44225 Powers and duties of ~~the~~ CTC

44242.5 Reports and review of alleged misconduct

44420-44440 Adverse actions by CTC against credential holder

44932 Causes for dismissal

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44940.5 Compulsory leave of absence

44955-44958 Reduction in force

PENAL CODE

187 Murder

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct

80304 Notice of sexual misconduct

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2013
2019

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Sample Board Policy

Classified Personnel

BP 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Note: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4000 - Concepts and Roles)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

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

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4200 - Classified Personnel)

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing. A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

(cf. 4216 - Probationary/Permanent Status)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Note: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to personnel disciplinary action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause as specified in the accompanying administrative regulation. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive. (Education Code 45113)

Procedures for Disciplinary Proceedings

Note: The following section should be revised to reflect district practice. Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any recommendation for disciplinary action against the employee, including a time period during which the employee may request a hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Governing Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. The following section is for use by boards who conduct their own hearing and should be revised by boards that use a hearing officer.

As amended by AB 2234 (Ch. 996, Statutes of 2018), Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6. In conducting hearings on such matters, the administrative law judge is required to comply with Education Code 44990-44994, as added by AB 2234, pertaining to the testimony of minor witnesses.

If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a Board hearing on the matter.

If the employee fails to file a notice of appeal request a hearing within the time specified in the notice, in these rules, he/she shall be the employee is deemed to have waived his/her the right to appeal do so, and the Board may order the recommended personnel disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board, All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California.) except in those cases where the Board determines to hear the appeal itself. except that, if the matter involves an allegation of egregious misconduct as defined in

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. (Education Code 45113, 45312)

(cf. 3515.3 - District Police/Security Department)

In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of legal counsel and witnesses. The parties-employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by legal counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the Board or a hearing officer.

The Board may use the services of its legal counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. The Board or the hearing officer may review and consider the records of any prior personnel action proceedings against the employee in which a personnel disciplinary action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing. Neither the Board nor a hearing officer shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

At any time before an employee's appeal a matter is finally submitted to the Board or to a hearing officer for decision, the complainant the Superintendent or designee may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel disciplinary action. If the amended or supplemental recommendation presents includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~If the appeal is heard~~ **Following the hearing** by the Board, the Board shall affirm, modify, or revoke ~~reject~~ the recommended personnel **disciplinary** action **recommended by the Superintendent or designee**. The decision of the Board shall be in writing and shall contain findings of fact and the ~~personnel~~ **disciplinary** action approved, if any. The decision of the Board shall be final.

~~If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:~~

- ~~(1) — Adopt the proposed decision in its entirety.~~
- ~~(2) — Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.~~
- ~~(3) — Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.~~
- ~~(4) — Reject the proposed decision in its entirety.~~

~~d. — If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "7c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.~~

~~e. — In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.~~

8. — Hearing Decision

~~The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.~~

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision.~~
Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the appellant or his/her **employee and/or** designated representative personally or by registered mail. ~~The decision of the Board shall be final.~~

In cases involving an allegation of egregious misconduct, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Legal Reference:

EDUCATION CODE

35161 *Delegation of powers and duties*

44009 *Conviction of specified crimes*

44010 *Sex offense*

44011 *"Controlled substance offense" defined*

44031 Personnel file

44940 *Leave of absence; employee charged with mandatory or optional leave of absence offense*

44940.5 *Compulsory leave of absence; procedures; extension; compensation; bond or security reports*

44990-44994 Testimony of minor witnesses at dismissal or suspension hearings

45101 *Definitions (including "disciplinary action," "cause")*

45109 *Fixing of duties*

45113 *Rules and regulations for classified service in districts not incorporating the merit system*

45123 *Employment after conviction of sex or narcotics offense*

45124 Dismissal of sexual psychopath

45202 Transfer of accumulated sick leave and other benefits following dismissal

45240-45320 Merit system, classified employees

CODE OF CIVIL PROCEDURE

1286.2 Grounds for vacating decision of arbitrator

GOVERNMENT CODE

11500-11529 Administrative adjudication

12900-12996 Fair Employment and Housing Act

54957 Brown Act open meeting laws; closed session

HEALTH AND SAFETY CODE

11054 Schedule I; substances included

11055 Schedule II, substances included

11056 Schedule III, substances included

11357-11361 Marijuana

11363 Peyote

11364 Opium

11370.1 Possession of controlled substances with a firearm

Legal Reference continued: (see next page)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Legal Reference: (continued)

PENAL CODE

187 Murder

667.5 Sex offenders

830.32 Peace officers employed by district

1192.7 Violent or serious felony

11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

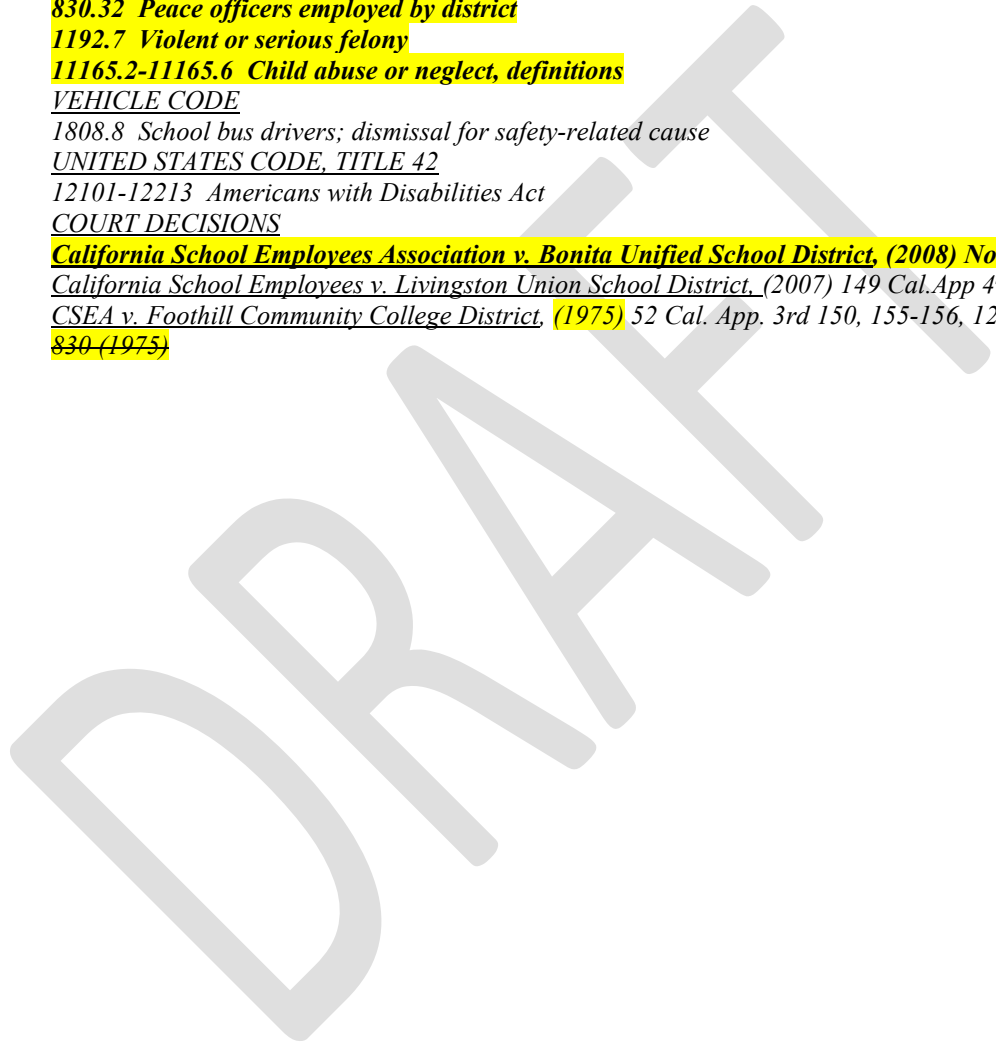
12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District, (2008) No. B200141

California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District, (1975) 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr 830 (1975)



CSBA Sample Administrative Regulation

Classified Personnel

AR 4218(a)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION

Termination of Probationary Employment

Note: In accordance with Education Code 35161, the Board can delegate to the Superintendent or designee the authority to dismiss probationary classified employees as set forth below.

At any time prior to the expiration of the probationary period, the Superintendent or designee may, at his/her discretion, dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

Causes for Disciplinary Action

Note: **The following section should be revised to reflect district practice.** Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed. In merit system districts, causes for suspension or dismissal are those designated by rule of the commission and those specified in Education Code 45303. If negotiated collective bargaining agreements contain different provisions for employee discipline, those negotiated agreements would take precedence over this regulation for those employees covered by the collective bargaining agreements.

1. Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee: **A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:**

Note: Pursuant to Education Code 45122.1, 45123, and 45124, districts that use the merit system may not employ or continue to employ anyone who has been convicted of a **specified sex offense, controlled substance offense, or violent or serious offense as defined described in item #1, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed.** In addition, these districts may not employ anyone who has been convicted of a controlled substance offense unless the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

~~k.1.~~ **Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6**

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)

~~t.3.~~ **Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee against any student or other employee**

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

~~p.4.~~ **Violation of or refusal to obey state or federal law or regulation, district, Board or departmental rule, policy, or district or school procedure.**

~~a.5.~~ **Falsifying Falsification of** any information supplied to the ~~school~~ district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

~~b.6.~~ **Unsatisfactory performance Incompetency.**

~~e.~~ **Inefficiency.**

7. Unprofessional conduct

~~f.8.~~ **Dishonesty.**

~~d.9.~~ **Neglect of duty or absence without leave.**

~~e.10.~~ **Insubordination.**

~~f.~~ **Dishonesty.**

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

g.11. ~~Drinking alcoholic beverages~~ **Use of alcohol or a controlled substance** while on duty or in such close time proximity thereto as to ~~cause any detrimental effect upon~~ **affect** the employee's **performance** ~~or upon employees associated with him/her.~~

(cf. 4020 - Drug and Alcohol-Free Workplace)

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

(cf. 4159/4259/4359 - Employee Assistance Program)

Note: The following cause for disciplinary action deliberately makes no mention of drug addiction. It is not against the law to be an addict, and punishing someone for being an addict could lead to discrimination claims under the Americans with Disabilities Act.

h. ~~Possessing or being under the influence of a controlled substance at work or away from work, or furnishing a controlled substance to a minor.~~

i. ~~Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction for this purpose.~~

j. ~~Absence without leave.~~

k. ~~Immoral conduct~~

l. ~~Discourteous treatment of the public, students, or other employees.~~

m. ~~Improper political activity.~~

n. ~~Willful disobedience.~~

e.12. ~~Destruction or misuse of district property.~~

(cf. 4040 - Employee Use of Technology)

p. ~~Violation of district, Board or departmental rule, policy, or procedure.~~

e.13. Failure to ~~possess or keep in effect~~ **fulfill any ongoing condition of employment including, but not limited to, maintenance of** any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointment and Conditions of Employment)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.

Note: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

s.14. A physical or mental **disability condition** which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law **regulating the retirement of employees.**

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.

u.15. Unlawful **Retaliation** against any **other district officer or employee or member of the public person** who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on **or directly related to** the job **or directly related thereto.**

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

v.17. Any other **failure of good behavior either during or outside of duty hours misconduct** which is of such nature that it causes discredit **or injury** to the district or **his/her the employee's position** employment.

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 5145.2 - Freedom of Speech/Expression)

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Except as defined in item "s" above, no personnel **No disciplinary** action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. **(Education Code 45113)**

(cf. 4216 - Probationary/Permanent Status)

2. — Initiation and Notification of Charges

Note: ~~In districts not incorporating the merit system,~~ Education Code 45113 **mandates the Board districts** to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, ~~procedures, and employee rights,~~ **the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.**

~~The Superintendent or designee may initiate a personnel action as defined herein against a permanent classified employee.~~

~~In all cases involving a personnel action, the person initiating the action~~ **The Superintendent or designee** shall file a ~~written~~ **any** recommendation ~~of personnel~~ **for a disciplinary** action **in writing** with the **Governing** Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The ~~recommendation~~ **notice** shall, **in ordinary and concise language,** ~~include:~~ **inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)**

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

- a. ~~A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).~~
- b. ~~A statement of the cause or causes for the personnel action, as set forth above.~~
- e. ~~A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.~~

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

d. — A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

e. — A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

3. — Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal, or waiver thereof. If the Superintendent or designee determines that a permanent classified employee should be dismissed and that his/her continuing in active duty status would present an unreasonable risk of harm to students, staff, or property while proceedings are pending, the Superintendent or designee may order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be in writing and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Except in cases of emergency when the employee must be removed from the premises immediately, the Superintendent or designee shall give the employee written notice of the proposed recommendation of dismissal at least five calendar days before the effective date of any order of suspension issued in conjunction with a recommendation involving dismissal. This notice shall state that immediate suspension without pay is being considered, the reasons for the proposed dismissal and proposed immediate suspension without pay, materials upon which the proposed action is based, and the employee's right to respond to the Superintendent or designee orally or in writing before the final recommendation and order are issued.

4. — Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

5. — Right to Appeal Request for Hearing

Note: In *California School Employees Association v. Livingston Union School District*, a district's policy, pursuant to Education Code 45113, required that the employee be provided written notice of his right to request a hearing on the charges within five days "after service of the notice." The notice was delivered via

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

certified mail to the employee's post office box, but the employee did not actually receive the notice until several months later. The district denied the employee's late request for a hearing on the grounds that it was not received within five days from the date the notice was mailed. The court held that the district's notice was invalid because it was not "reasonably calculated" to notify the employee of the action and to afford him an opportunity to request a hearing. Thus, when calculating the five day response timeline, districts should be careful to ensure that the notice has first been received by the employee. As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In California School Employees Association v. Livingston Union School District, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins.

Within ~~five calendar days after receiving the time specified in the notice of the recommendation of personnel disciplinary action described above,~~ the employee may ~~appeal request a hearing on the charges~~ by signing and filing the card or paper included with the ~~recommendation notice.~~ **(Education Code 45113)**

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of ~~appeal~~ **the request for a hearing.** ~~A notice of appeal is filed only by delivering the~~ **The notice of appeal request shall be delivered** to the office of the Superintendent or designee during normal work hours of that office. ~~A notice of appeal may be~~ **If** mailed to the office of the Superintendent or designee, ~~it but~~ must be received or postmarked no later than the time limit ~~stated herein~~ **specified by the district.** In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any ~~appeal of the recommendation of~~ **request for a hearing on the** dismissal shall also constitute ~~an appeal of a request to hear~~ the suspension order, and the necessity of the **suspension** order shall be an issue in the ~~appeal~~ hearing.

~~If the employee fails to file a notice of appeal within the time specified, in these rules, he/she shall be deemed to have waived his/her right to appeal, and the Board may order the recommended personnel action into effect immediately.~~

~~3. Employment Status Pending a Hearing Appeal or Waiver~~

~~Except as provided herein, any A classified employee against whom a recommendation of personnel disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal, or waiver thereof. pending any hearing on the charges, unless~~ **If** the Superintendent or designee determines

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

that a permanent classified employee should be dismissed and that his/her continuing the **employee's continuance** in active duty status would present an unreasonable risk of harm to students, staff, or property. ~~while proceedings are pending, the~~ **The** Superintendent or designee may, **in writing**, order the employee immediately suspended from duty without pay in conjunction with the recommendation of personnel action. This suspension order shall be ~~in writing~~ and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

6. Amended/Supplemental Charges

~~At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.~~

7. Hearing Procedures

a. ~~The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if he/she demands it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 1150 shall not apply to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.~~

b. ~~All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Board determines to hear the appeal itself. In any case in which the Board hears the appeal, the Board may use the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, the Board shall affirm, modify or revoke the recommended personnel action.~~

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

e. — If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within 10 days after the proposed decision is filed by the Board. The Board may:

(1) — Adopt the proposed decision in its entirety.

(2) — Reduce the personnel action set forth in the proposed decision and adopt the balance of the proposed decision.

(3) — Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

(4) — Reject the proposed decision in its entirety.

d. — If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision, as provided in item "7c" above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within 10 days after the proposed decision is filed by the Board.

e. — In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records that were contained in the employee's personnel files and introduced into evidence at the hearing.

8. — Hearing Decision

The decision of the Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

The decision of the Board shall be certified to the Superintendent or designee who recommended the personnel action, and he/she shall enforce and follow this decision.

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

A copy of the decision shall be delivered to the appellant or his/her designated representative personally or by registered mail. The decision of the Board shall be final.

4. — Time Limit of Suspension

Except for a suspension imposed under #3 above, any suspension invoked under these rules against any one person for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; however, this time limitation shall not apply to cases in which a personnel action of dismissal is modified by the Board to a suspension.

OPTION 1 – Nonmerit System Districts**9. — Compulsory Dismissal**

Note: This section applies to districts that have not adopted the merit system. Pursuant to Education Code 45123, these districts may not employ or continue to employ anyone who has been convicted of any sex offense as described below. In addition, these districts may not employ anyone who has been convicted of a controlled substance offense as described below unless the Board determines from the evidence it requires that the person has been rehabilitated for at least five years.

The district shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 44011. However, the district may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted or charges dismissed except as otherwise provided below, the employee may be reemployed by the district, although reemployment is not a guarantee. (Education Code 45123)

The district reserves the right to dismiss an employee for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended and upheld, an employee will not be reemployed or compensated for the time he/she was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if he/she is ultimately dismissed for the acts upon which the original charges were based.

OPTION 2 – Merit System Districts**9. — Compulsory Leave of Absence**

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

Note: Education Code 45304 requires that the Board in merit system districts immediately place on compulsory leave of absence any district or county office of education employee who is charged with a "mandatory leave of absence offense" as defined in Education Code 44940. Mandatory leave offenses are sex offenses and offenses involving the furnishing of certain drugs to minors. The Board may require compulsory leave for an employee charged with an "optional leave of absence offense." Optional leave of absence offenses are offenses involving murder, attempted murder, and the possession or sale of certain drugs. State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.

Employees charged with a "mandatory leave of absence offense" as defined in Education Code 44940 shall be placed immediately on compulsory leave of absence for not more than 10 days after entry of judgment in the criminal proceedings, unless the leave is extended as provided below. (Education Code 45304)

Employees charged with an optional leave of absence offense as defined in Education Code 44940 may be placed immediately on compulsory leave of absence under the terms and conditions stated below. (Education Code 45304)

Despite the disposition of criminal charges, the Board reserves the right to dismiss an employee for the facts upon which the criminal charges were based. An employee ultimately found guilty by the Personnel Commission to have committed the acts upon which the original charges were based may be dismissed. If so dismissed, the employee is not entitled to compensation during the time of his/her suspension, unless otherwise required by law. An employee shall be given notice of the possibility of being dismissed without pay during the compulsory suspension if he/she is ultimately found guilty of the acts leading to the criminal charges, despite the disposition of the charges by the court.

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

DISMISSAL/SUSPENSION/DISCIPLINARY ACTION (continued)

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

10. — Extension of Compulsory Leave

Note: Pursuant to Education Code 45304, employees placed on compulsory leave are subject to the procedures of Education Code 44940.5.

The Board may extend an employee's compulsory leave of absence by giving him/her notice, within 10 days after the entry of judgment in the proceedings, that he/she will be dismissed in 30 days unless he/she demands a hearing. Employee compensation during the period of compulsory leave shall be made in accordance with law. (Education Code 44940.5)

CSBA Sample Board Policy

Students

BP 5123(a)

PROMOTION/ACCELERATION/RETENTION

Note: Education Code 48070 and 48070.5 **mandate** that the Governing Board adopt a policy, at a public meeting, regarding the promotion and retention of students, including, but not limited to, promotion and retention at specified grade levels and with specified provisions.

The Governing Board expects students to progress through each grade level within one school year. Toward this end, instruction shall be designed to accommodate the variety of ways that students learn and provide strategies for addressing academic deficiencies as needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6170.1 - Transitional Kindergarten)

When high academic achievement is evident, the teacher may recommend a student for acceleration to a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

Note: Education Code 48070.5 **mandates** that the Board's policy provide for the identification of students who should be retained and who are at risk of being retained at the end of grades 2, 3, 4, the intermediate grades (usually grade 6), and the middle school grades (usually grade 8). Items #1-5 below should be revised to reflect the grade levels offered by the district. If the Board chooses to expand these requirements to cover other grade levels, the following list should be revised accordingly.

Education Code 48070.5 further **mandates** that the Board's policy provide for students to be identified as early in the school year, and as early in their school careers, as practicable.

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5

PROMOTION/ACCELERATION/RETENTION (continued)

Note: If all the schools in the district are configured in the same manner, the district may specify the actual grade levels in items #4 and 5 below (e.g., between grades 6 and 7, between grades 8 and 9).

4. Between the end of the intermediate grades and the beginning of the middle school grades
5. Between the end of the middle school grades and the beginning of the high school grades

Note: Education Code 48070.5 **mandates** that the district's policy establish the basis for identifying students who should be retained and who are at risk of being retained. If a student performs below the minimum standard based on indicators established by the district, the student shall be retained, unless the teacher determines that retention is not the appropriate intervention for the student's academic deficiencies; see the accompanying administrative regulation.

Pursuant to Education Code 48070.5, the district may use either of the following: (1) the student's grades and other indicators of academic achievement designated by the district (Option 1 below) or (2) the results of state assessments administered pursuant to Education Code 60640-60649 and minimum levels of proficiency recommended by the State Board of Education (SBE) (Option 2 below). With regards to **special education** students **with special needs**, the determination as to the appropriate standards for promotion or retention should be made as part of the **IEP individualized education program** process; see BP/AR 6159 - Individualized Education Program.

Education Code 48070.5 provides that, when a district chooses to identify students on the basis of grades pursuant to Option 1, the Board shall also designate other indicators of academic achievement that will be used. These other indicators of achievement (e.g., state or district assessments, portfolios, attendance) should be specified in the blanks provided below.

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

1. Performance on NWEA Measurement of Academic Progress (MAP)
2. District-adopted curriculum assessments

(cf. 5121 - Grades/Evaluation of Student Achievement)

Note: According to the California Department of Education's (CDE) "FAQs Pupil Promotion and Retention," student results from the California Assessment of Student Performance and Progress may be included as indicators of academic achievement for the purpose of identifying students for promotion or retention as provided in Option 2 below, but should not be the only criterion until minimum performance levels for this purpose have been established by CDE. Other indicators of achievement (e.g., grades, district assessments, portfolios, attendance) should be specified in the blanks provided below.

PROMOTION/ACCELERATION/RETENTION (continued)

Note: The remainder of this policy is for use by all districts.

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

Note: Education Code 48070.5 **mandates** that the district's policy specify the teacher(s) responsible for the promotion/retention decision in cases where the student does not have a single regular classroom teacher. The following paragraph should be revised to indicate the specific teacher(s) who will be responsible (e.g., teachers responsible for core subjects).

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

Note: Education Code 48070.5 **mandates** that the district's policy include a process by which the teacher's decision to promote or retain a student may be appealed; see the accompanying administrative regulation.

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

Note: Education Code 37252.2 requires districts to provide supplemental instruction to students in grades 2-9 who have been retained or recommended for retention. Education Code 37252.8 authorizes, but not does require, districts to provide supplemental instruction to students in grades 2-6 who have been identified as at risk of retention. Pursuant to Education Code 48070.5, the Board must adopt policy indicating the manner in which **supplemental** instruction for these purposes will be provided **to students who are recommended for retention or are identified as being at risk for retention**. See BP 6179 - Supplemental Instruction for language fulfilling this mandate.

PROMOTION/ACCELERATION/RETENTION (continued)

When any student in grades 2-9 is ~~retained or~~ recommended for retention **or is identified as being at risk for retention**, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. ~~The Superintendent or designee also may offer supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention.~~ (Education Code ~~37252.2, 37252.8,~~ 48070.5)

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

Legal Reference:

EDUCATION CODE

~~37252-37254.1~~ **Supplemental instruction**

46300 Method of computing average daily attendance

48010 Admittance to first grade

48011 Promotion/retention following one year of kindergarten

48070-48070.5 Promotion and retention

56345 Elements of individualized education ~~plan~~ **program**

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

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CSBA Sample Board Policy

Students

BP 5136(a)

GANGS

Note: The following **optional** policy and regulation may be used as a component of a **the district's** comprehensive **district** safety plan and should be revised to reflect district **circumstances** **practice**. See **BP/AR 0450 - Comprehensive Safety Plan**.

The National Gang Center, in its publication Gangs in Schools, recommends adopting policy that addresses gang-related incidents.

The Governing Board desires to keep district schools free from the threats or harmful influence of any groups **or gangs which who** exhibit **drug use, violence or disruptive behavior disruptive to the school environment and/or the safety and well-being of students. The Board additionally desires to provide support and intervention to students who are members of gangs to enable them to successfully disengage from gang involvement and be successful in school.** ~~The Superintendent or designee shall take steps to deter gang intimidation of students and staff and confrontations between members of different gangs. He/she shall exchange information and establish mutually supportive efforts with local law enforcement authorities.~~

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3513.4 - Drug and Alcohol Free Schools)

(cf. 5131.4 - Student Disturbances)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5137 - Positive School Climate)

Note: ~~Education Code 51265 urges districts to give high priority to inservice programs on gang violence and substance abuse prevention education.~~

~~The Superintendent or designee shall provide inservice training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources.~~

Note: The following paragraph is based on the Los Angeles Police Department's "Why Young People Join Gangs," available on its web site.

~~The Board realizes that students become involved in gangs for many reasons, such as peer pressure, the need for a sense of belonging, and lack of refusal skills. The Superintendent or designee shall develop strategies for gang prevention that address the reasons that students may become involved in gangs, including the identity, recognition, or status achieved as being part of a gang, protection from gang violence in the community, the need for companionship and an extended family, intimidation to join a gang, desire to~~

GANGS (continued)

join a gang to be in a position to intimidate others, and/or connection with criminal activity.

Note: The following paragraph reflects recommendations in the National Gang Center's Strategic Planning Tool and Gangs in Schools, both available on its web site.

Age appropriate gang violence prevention education shall start with students in the early elementary grades and may start in kindergarten. Gang violence prevention shall start as early as possible and include, but not be limited to, age-appropriate education that focuses on developing emotional and social competence, increasing prosocial peer bonds, strengthening attachment and commitment to school, and enhancing cooperative learning skills. Prevention shall also include improving parent/guardian involvement in and support for their children's academic progress, as well as ongoing gang awareness education for parents/guardians, including gang identifiers.

(cf. 5020 - Parent Involvement)
(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall take steps to deter gang activity on school campuses, including threats and intimidation of students and staff, recruitment or intimidation of students to join gangs, bullying, fighting, criminal activities, and confrontations between members of different gangs.

(cf. 5131.2 - Bullying)

Note: Education Code 35183 authorizes the Governing Board to approve a site-initiated plan that prohibits the school's students from wearing gang-related apparel. The definition of "gang-related apparel" must be limited to apparel that reasonably could be determined to threaten the health and safety of the school environment, and the Board's approval must be based on a determination the policy is necessary for the health and safety of the school environment. In Marvin H. Jeglin et al v. San Jacinto Unified School District et al, a federal district court held that in order to justify a gang-related dress code, there must be evidence of a gang presence at a school and actual or threatened disruption or material interference with school activity. Education Code 32282 specifies that for the purpose of establishing a schoolwide dress code, gang-related apparel shall not be considered a protected form of speech pursuant to Education Code 48950. For further information, see BP/AR 5132 - Dress and Grooming.

To further discourage the influence of gangs, the Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the principal or designee and the student's parent/guardian.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5132 - Dress and Grooming)
(cf. 6164.2 - Guidance/Counseling Services)

GANGS (continued)

Note: Education Code 51265 urges districts to give high priority to in-service **training** programs on gang violence and substance abuse prevention education.

The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources. **The Superintendent or designee shall also provide staff development on social and emotional learning, classroom management, interactive teaching, and cooperative learning skills.**

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee may consider gang activity prevention and intervention when developing programs outside of the school day.

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Preschool/Early Childhood Education)

(cf. 5148.3 - Before/After School Programs)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall collaborate with child welfare services, mental health agencies, social services, and local law enforcement authorities in the prevention and intervention of gang activity.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Legal Reference: (see next page)

GANGS (continued)

Legal Reference:

EDUCATION CODE

32282 *School safety plans*

35183 *Gang-related apparel*

48907 *Student exercise of free expression*

48950 *Student freedom of speech*

51264 *Educational inservice training; CDE guidelines*

51265 *Gang violence and drug and alcohol abuse prevention inservice training*

51266-51266.5 *Model gang and substance abuse prevention curriculum*

PENAL CODE

186.22 *Participation in criminal street gang*

13826-13826.7 *Gang violence suppression*

UNITED STATES CODE, TITLE 20

7101-7122 *Student Support and Academic Enrichment Grants*

Management Resources:

LOS ANGELES POLICE DEPARTMENT PUBLICATIONS

Why Young People Join Gangs

NATIONAL GANG CENTER PUBLICATIONS

Strategic Planning Tool

Gangs in Schools, March 2019

Parents' Guide to Gangs, July 2015

WEB SITES

California Cities Gang Prevention Network: <http://www.ccgpn.org>

California Department of Education: <https://www.cde.ca.gov/lr/ss/sa>

Gang Resistance Education and Training: <https://www.great-online.org/GREAT-Home>

Los Angeles Police Department, Gangs:

http://www.lapdonline.org/get_informed/content_basic_view/1396

Homeboy Industries: <https://homeboyindustries.org>

National Gang Center: <https://www.nationalgangcenter.gov>

CSBA Sample Administrative Regulation

Students

AR 5136(a)

GANGS

Note: The following **optional** administrative regulation may be revised to reflect district practice.

Prevention, **and** Intervention, **and** Suppression Measures

Note: The following **optional** administrative regulation may be revised to reflect district practice.

Districts may consider utilizing the Gang Resistance Education and Training Program (G.R.E.A.T.) for students in grades 4-7. Taught by local law enforcement, the program is designed to create stronger bonds with students and their communities and has a family component aimed at strengthening the resiliency of individual families susceptible to gang influences.

The Superintendent or designee shall become informed of the gang history in the district and community, conduct assessments of current gang activity at the school sites, and document and follow up on gang-related incidents.

In order to discourage the influence of gangs, ~~school staff shall take~~ the following measures **shall be implemented:**

1. Any student **suspected of gang affiliation based on the** displaying **of** behavior, gestures, apparel, or paraphernalia ~~indicative of gang affiliation~~ shall be referred to the principal or designee, **and the following actions taken, as appropriate:-**
 - a. The student's parent/guardian shall be contacted and may be asked to meet with school staff **in order to proactively address the concern and be included as part of the solution.**
 - b. The student may be sent home to change clothes if necessary.

(cf. 5132 - Dress and Grooming)

- c. The student's behaviors and progress in school shall be documented, including attendance and grades.**

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

(cf. 5113.12 - District School Attendance Review Board)

(cf. 6164.2 - Guidance/Counseling Services)

GANGS (continued)

d. **Intervention techniques such as mentoring, academic support, and a system of wraparound support service shall be implemented to help the student disengage from gang involvement.**

e. **Consistent and graduated discipline and accountability shall be implemented when appropriate and combined with positive support using conflict-resolution strategies and other restorative justice practices demonstrated to be effective with gang-involved youth.**

~~2. Staff members shall be provided with the names of known gang members.~~

~~3.~~

f. ~~Students who seek~~ **Students shall be offered** help in rejecting gang associations, **including possible referral** ~~may be referred~~ to community-based gang suppression and prevention organizations.

g. **Law enforcement shall be notified if the student is suspected of being involved in gangs.**

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

4.2. Any ~~gang~~ graffiti on school premises shall be removed, washed down, or painted over as soon as discovered. Graffiti shall be **documented and** photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders. **This information can also be used to determine whether a threat or incident is imminent.**

~~a. Daily checks for graffiti shall be made throughout the campus.~~

~~b. Graffiti shall be photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders.~~

(cf. 3515 - Campus Security)

(cf. 5131.5 - Vandalism and Graffiti)

5.3. Classroom and after-school programs **may include gang prevention lessons that are taught jointly by teachers, counselors, law enforcement, and/or other organizations that are knowledgeable about gang prevention and** ~~at each school shall:~~ be designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities. **These programs shall also:**

GANGS (continued)

- a.** Provide social and emotional learning designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities
- a.b.** Explain the dangers of gang membership
- b.c.** Provide counseling for targeted at-risk students
- e.d.** Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, anti-bullying, anger management, acceptance ethnic/cultural tolerance, and mediation skills

(cf. 5131.2 - Bullying)

- d.e.** Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang
- e.f.** Provide school-to-career instruction
- f.g.** Provide positive interaction with local law enforcement staff

(cf. 5137 - Positive School Climate)

Gang prevention lessons may be taught jointly by teachers and law enforcement staff.

- 6.4.** Staff shall actively promote membership in authorized school clubs and student organizations, sports and cultural activities and affiliations with the local community, and community service projects which can provide students companionship, safety, and a sense of purpose and belonging, including:
 - a.** Positive sports and cultural activities and affiliations with the local community

*(cf. 6145 - Extracurricular and Cocurricular Activities)**(cf. 6142.4 - Service Learning/Community Service Classes)**(cf. 6145.2 - Athletic Competition)*

- b.** Structured, goal-oriented community service projects

*(cf. 6142.4 - Service Learning/Community Service Classes)***Parent/Guardian and Community Outreach**

Note: The following optional section may be revised to reflect district practice. is offered for districts that wish to provide gang education programs for parents/guardians or the community.

GANGS (continued)

The Superintendent or designee may offer g Gang prevention classes or counseling **offered** for parents/guardians **which may shall** address the following topics:

1. The reasons students join gangs

~~1.2.~~ The dangers **and consequences** of gang membership

~~2.3.~~ Warning signs which may indicate that ~~children~~ **students** are at risk of becoming involved with gangs, **including the use of social media for gang communication and promotion**

~~3.4.~~ The nature of local gang apparel and graffiti

~~4.5.~~ Effective parenting techniques **and planning family time**

~~5.6.~~ Conflict resolution techniques

In addition, the Superintendent or designee may offer cCommunity programs **shall that** address: ~~1. T~~the scope and nature of local gang problems **and** ~~2. S~~strategies by which each segment of the community may alleviate gang problems.

CSBA Sample Board Policy

Instruction

BP 6142.2(a)

WORLD/~~FOREIGN~~ LANGUAGE INSTRUCTION

Note: The following **optional** policy may be revised to reflect district practice.

Education Code 51220 requires districts that serve students in grades 7-12 to offer courses in world languages. In January 2019, the State Board of Education adopted revised content standards and proficiency levels for world languages. The 2003 Foreign Language Framework for California Public Schools does not reflect current content standards and is scheduled to be updated in May 2020.

The following policy may be revised by districts that do not maintain any of grades 7-12. Districts that do not maintain secondary schools may adapt this policy to reflect any elementary school K-6 programs designed to develop student's literacy in a language other than English. Education Code 51212 states legislative intent to encourage programs of world language (foreign language) instruction as early as feasible for the district.

In order to prepare students for global citizenship and to broaden their intercultural understanding and career opportunities, the Governing Board shall provide students with opportunities to develop **linguistic proficiency, communicative** and cultural **proficiency and** literacy in one or more world languages **in addition to English.**

Note: **The California Department of Education's (CDE) Foreign Language Framework for California Public Schools encourages districts to offer as many language course options as possible. Within the context of the CDE's framework, The following paragraph may be revised to reflect language courses available in the district. The revised state content standards acknowledge the need for the study of a wide variety of languages, and recognize American Sign Language is recognized as a foreign world language.**

The following paragraph may be revised to reflect language courses available in the district.

The Superintendent or designee shall recommend **a variety of** world languages to be taught in the district's educational program based on student interest, community needs, and available resources. **He/she shall also consider providing English learners the opportunity to study their heritage language, when such a course is available, in order to continue developing skills in that language.**

For any program designed to provide students with instruction in a language other than English to a degree sufficient to produce proficiency in that language, the Superintendent or designee shall establish a process for schools to receive and respond to input from parents/guardians and other stakeholders regarding the non-English language in which instruction will be provided. (5 CCR 11300, 11312)

If American Sign Language courses are offered, they shall be open to all students regardless of hearing status.

(cf. 6174—Education for English Learners)

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)

Note: ~~On January 7, 2009, the State Board of Education (SBE) adopted voluntary content standards for world languages for grades K-12; see the accompanying administrative regulation. Education Code 60605.5, as added by AB 2290 (Ch. 643, Statutes of 2016), requires the Superintendent of Public Instruction to recommend revisions to the standards and requires the SBE to adopt, reject, or modify the recommended revisions by March 31, 2019. The 2003 Foreign Language Framework for California Public Schools does not reflect current content standards and is scheduled to be updated in 2020.~~

~~In addition,~~ Education Code 51228 requires districts to offer students in grades 7-12 a course of study that fulfills the requirements and prerequisites for admission to California colleges and universities; see BP 6143 - Courses of Study. Admissions criteria for California State University and University of California include two years of coursework in one ~~foreign~~ language **other than English** that has been approved by the University of California. "Frequently Asked Questions" in the University of California's **A-G Policy Resource Guide**, available on its web site, clarify that American Sign Language may be used to fulfill the requirement ~~if used with a language other than English, but signing in English will not satisfy the requirement~~. The following paragraph may be revised by districts that do not maintain any of grades 7-12.

The district shall offer a sequential curriculum aligned with the state content standards, state curriculum framework, and, as applicable, California university admission requirements for languages other than English.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

Note: ~~The following paragraph is for use by districts that maintain any of grades 7-12 and may be revised to reflect the grade levels at which instruction in world languages will be offered in the district. Education Code 51220 requires that the adopted course of study for grades 7-12, beginning no later than grade 7, include instruction in world languages designed to develop a facility for understanding, speaking, reading, and writing the particular language; see AR 6143 - Courses of Study.~~

Instruction in world languages shall be offered to secondary school students beginning no later than grade 7 and shall be designed to develop students' skills in understanding, speaking, reading, and writing the language. (Education Code 51220)

(cf. 6143 - Courses of Study)

Note: ~~The following **optional** paragraph is for use by districts that maintain one or more high schools. Education Code 51225.3 requires high school students to complete a one-year course in either foreign language, American Sign Language, or visual and performing arts as a condition of high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51243-51245 and 5 CCR 1632, foreign language instruction completed in a private school must be granted credit toward high school graduation provided that the instruction meets specified standards and conditions; see BP/AR 6146.11 - Alternative Credits Toward Graduation.~~

~~A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate proficiency in speaking, reading, and writing skills in one or more languages in addition to English; see BP/AR 5126 - Awards for Achievement.~~

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)

Students shall obtain credit toward high school graduation requirements for completion of a one-year course in a world language or American Sign Language during grades 9-12.

(cf. 5126 - Awards for Achievement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

Note: The following **optional** paragraph is for use by districts that choose to offer a dual-language immersion program and may be revised to reflect district practice. ~~Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians of English learners to select a language acquisition program that best suits their child. Districts must offer a structured English immersion program in which nearly all of the instruction is in English, and may offer dual language immersion programs or other language acquisition programs. Also see BP/AR 6174 - Education for English Learners. The CDE and the The Center for Applied Linguistics notes that dual-language immersion programs are often focused on the primary grades and that such programs may continue for five to seven years but optimally throughout grades K-12.;~~ Also see the accompanying administrative regulation.

For further information and recommendations regarding dual-language immersion programs, see CSBA's governance brief English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs.

The district may establish a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. (Education Code 305-306)

Note: Pursuant to Education Code 60119, as a condition of receiving funds for instructional materials from any state source, the Governing Board is required to hold a public hearing to determine, **through a resolution**, whether each student **in the district** has sufficient textbooks and/or instructional materials in specified subjects, including **foreign world** language, that are aligned to the state content standards or curriculum frameworks; see BP 6161.1 - Selection and Evaluation of Instructional Materials.

The Board shall ensure that students have access to high-quality instructional materials in world languages. In accordance with Board policy, teachers shall be encouraged to identify and use supplemental resources, such as literature, technology, newspapers and other media, dictionaries, and volunteers from the community to enhance the world language instructional program.

(cf. 1240 - Volunteer Assistance)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

The Superintendent or designee shall provide professional development as necessary to ensure that teachers of world languages have the knowledge and skills they need to implement an effective instructional program that helps students attain academic standards, **including communicative and cultural proficiency and understanding**.

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)

(cf. 4131 - Staff Development)

Note: The following **optional** paragraph is for use by districts that maintain one or more high schools. Education Code 51225.3 requires high school students to complete a one-year course in either **foreign world language, which includes** American Sign Language, or visual and performing arts as a condition of high school graduation; see BP 6146.1 - High School Graduation Requirements. Pursuant to Education Code 51243-51245 and 5 CCR 1632, **foreign world language instruction completed in a private school must be granted credit toward high school graduation provided that the instruction meets specified standards and conditions; see BP/AR 6146.11 - Alternative Credits Toward Graduation.**

A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate proficiency in speaking, reading, and writing skills in one or more languages in addition to English; see BP/AR 5126 - Awards for Achievement.

Students shall obtain credit toward high school graduation requirements for completion of completing one year of a one-year course in a world language or American Sign Language course during grades 9-12.

(cf. 5126 - Awards for Achievement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

Note: A number of districts have chosen to present a biliteracy award upon high school graduation to students who demonstrate a **high level of proficiency** in speaking, reading, and writing skills in one or more languages in addition to English. **The California Spanish Assessment, which is part of the California Assessment of Student Performance and Progress, can be used to measure a student's competency in the Spanish language and is suitable for assessing qualifications for the State Seal of Biliteracy. See the California Department of Education's California Spanish Assessment Fact Sheet.** Also see BP/AR 5126 - Awards for Achievement.

The district shall determine appropriate measures to assess student proficiency in world languages offered by district schools. Students who have attained a high level of proficiency may receive recognition for their achievement, including the State Seal of Biliteracy for students graduating from high school.

(cf. 5126 - Awards for Achievement)

Note: The following **optional** paragraph should be revised to reflect indicators agreed upon by the Board and Superintendent for evaluating the district's world/foreign languages instructional program.

The Superintendent or designee shall provide periodic reports to the Board regarding the effectiveness of the district's world language program which may include, but not be limited to, **whether the district's world language program is serving the grade levels required by law,** a description of the district's curriculum and the extent to which it is aligned with the state's content standards and curriculum framework, student achievement of district standards

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)

for world language instruction, and student participation rates in each language course. Program evaluation shall be used to identify needed improvements and may be considered in determining the world languages to be taught in the district.

(cf. 0500 - Accountability)

(cf. 6190 - Evaluation of the Instructional Program)

*Legal Reference:*EDUCATION CODE

300-310 Education for English learners

42238.02 Local control funding formula; class size requirements

44253.1-44253.11 Qualifications of teachers of English learners

44256-44257 Credential requirements, including teachers of foreign world language

48980 Parental notifications

51212 Legislative intent to encourage foreign world language instruction in grades 1-6

51220 Courses of study, grades 7-12

51225.3 High school graduation requirements

51243-51245 Alternative credits toward graduation for foreign world language instruction in private school

60119 Public hearings, instructional materials

60605.3 Content standards for world language instruction

60605.5 Revision of state standards for world language instruction

CODE OF REGULATIONS, TITLE 5

1632 Alternative credits toward graduation for foreign language instruction in private school

11300-11316 Multilingual and English learner education

*Management Resources:*CALIFORNIA SCHOOL BOARDS ASSOCIATION CSBA PUBLICATIONS

Proposition 58 Regulations, Fact Sheet, August 2018

English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Two-Way Language Immersion Program Multilingual FAQ

World Languages Framework for California Public Schools, Kindergarten Through Grade Twelve

California Spanish Assessment Fact Sheet, March 2019

World Languages ~~Content~~ Standards for California Public Schools, Kindergarten Through Grade Twelve, adopted January 7, 2009 2019

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2017

Foreign Language Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTER FOR APPLIED LINGUISTICS PUBLICATIONS

Guiding Principles for Dual Language Education, Second Edition, 2007

Management Resources continued: (see next page)

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)

Management Resources: (continued)

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

CL-622 *Serving English Learners*

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

21st Century Skills Map: World Languages, January 2011

UNIVERSITY OF CALIFORNIA PUBLICATIONS

A-G Policy Resource Guide

WEB SITES

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

American Council on the Teaching of Foreign Languages: <http://www.actfl.org>

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education, Foreign World Languages: <http://www.cde.ca.gov/ci/fl>

California Language Teachers' Association: <http://www.clta.net>

California Foreign World Language Project: <http://www.stanford.edu/group/CFLP>

California Language Teachers' Association: <http://www.clta.net>

Center for Applied Linguistics: <http://www.cal.org>

National Education Association, Partnership for 21st Century Skills:
<http://www.nea.org/home/34888.htm>

University of California, ~~a-g Course Approval~~ A-G Policy Resource Guide:
<http://www.ucop.edu/agguide>

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CSBA Sample Administrative Regulation

Instruction

AR 6142.2(a)

WORLD/FOREIGN LANGUAGE INSTRUCTION

Content of Instruction

Note: Items #1-~~53~~ below reflect the ~~five~~ **three** categories of content standards for world languages adopted by the State Board of Education (SBE) ~~on in January 7, 2009~~ **2019**. Within each category, the state standards describe four proficiency levels or performance benchmarks. Education Code 60605.5, as added by AB 2290 (Ch. 643, Statutes of 2016), requires the Superintendent of Public Instruction to recommend revisions to the standards and requires the SBE to adopt, reject, or modify the recommended revisions by ~~March 31, 2019~~. **The revised content standards also address information literacy, technology literacy, media literacy, and emotional literacy as outlined in the National Education Association's 21st Century Skills Map.**

The district may revise the following list to reflect ~~the topics to be~~ addressed in the district's **world language** program.

The district's instructional program for world languages shall be designed to help students gain knowledge about ~~new~~ language systems, **develop a cultural understanding**, and use that knowledge to communicate. Students shall receive instruction which is aligned with state academic standards appropriate to their age and stage of linguistic and cultural proficiency in the following categories:

~~1. Content: Students shall be presented with a wide variety of content that is age and stage appropriate and increases in complexity.~~

~~(cf. 6011 Academic Standards)~~

~~2.1.~~ **Communication:** Students shall be taught to effectively convey and receive messages by engaging in or interpreting written, spoken, and/or signed languages, **including:**

a. Language functions, which describe the purposes to which language is used in culturally appropriate real-world communication

b. The setting in which the language is used, which includes using language both within and beyond the classroom to interact in local communities and abroad

c. The structures used to convey meaning

~~3.2.~~ **Cultures:** Students shall receive instruction that allows them to **make connections and comparisons between language and culture interact, with competence and understanding, with those who are native to the language in a variety of real-world settings.**

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)*(cf. 6142.94 - History-Social Science Instruction)*

4. **Structures:** The curriculum shall address components of grammar, syntax, and language patterns appropriate to the language being taught.
3. **Connections:** Students shall receive instruction that builds, reinforces, and expands their knowledge of other disciplines using the language to develop critical thinking and problem-solving skills, and to access and evaluate information and diverse perspectives readily or only available through the language and its cultures, in order to function in real-world, academic and career-related settings.
5. **Settings:** To help students comprehend meaning and use language that is culturally appropriate, students shall develop knowledge of the context or setting in which language is used, such as common daily settings, interpersonal settings, and informal and formal settings.

*(cf. 6011 - Academic Standards)***Dual-Language Immersion Programs**

Note: The following **optional** section is for use by districts that choose to establish a dual-language immersion program integrating native English speakers and English learners in a class that is taught in both English and a second language; see the accompanying Board policy.

Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305.310 and repealed Education Code 311 to authorize parents/guardians of English learners to select a language acquisition program that best suits their child. Districts must offer a structured English immersion program in which nearly all classroom instruction is provided in English, and may offer dual language immersion programs or other language acquisition programs. See BP/AR 6174 – Education for English Learners.

Items #1-2 below reflect program models **described** on the California Department of Education's (CDE) web site and may be revised to reflect district practice.

The district's dual-language immersion programs may be based on either or both of the following models:

1. A 50:50 model in which instruction is provided in the non-English target language for 50 percent of the time and in English for 50 percent of the time, throughout the duration of the program
2. A 90:10 model in which instruction is provided in the non-English target language for 90 percent of the time and in English for 10 percent of the time during the first year of the program, decreasing the percentage of time in the non-English language in each subsequent year until there is a 50:50 balance of languages

WORLD/FOREIGN LANGUAGE INSTRUCTION (continued)

(cf. 6174 - Education for English Learners)

Note: The following two paragraphs reflect recommendations of the CDE in its "Two Way Language Immersion Program FAQ," available on its web site, and may be revised to reflect district practice.

Native English speakers shall generally be admitted into the program only during the first grade level at which the program is offered, and English learners during the first or second grade level at which the program is offered. Bilingual students may enter the program at any time. On a case-by-case basis, the Superintendent or designee may admit a student later in the program if ~~he/she determines~~ **it is determined** that the student is adequately prepared for and will benefit from the program.

Note: The following paragraph reflects the recommendation of CDE in its "Multilingual FAQ," available on its web site, and may be revised to reflect district practice.

In enrolling students for the program, the district shall strive to maintain a ratio of half native English speakers and half English learners, and such ratio shall not fall below one-third for either language group except under exceptional circumstances.

Note: The following paragraph may be deleted by districts that do not offer a dual-language immersion program in any of grades K-3. Pursuant to Education Code 310, as amended by Proposition 58 (November 2016), all language acquisition programs must comply with requirements related to class size in grades K-3.

Any dual-language immersion program offered in grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

Note: Teachers in a class serving one or more English learners are required to possess the qualifications described in Education Code 44253.1-44253.11 and CTC leaflet CL-622, Serving English Learners. Also see AR 4112.22 - Staff Teaching English Learners.

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the district's dual-language immersion program and other language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

WORLD/~~FOREIGN~~ LANGUAGE INSTRUCTION (continued)

Note: Teachers in a class serving one or more English learners are required to possess the qualifications described in Education Code 44253.1 44253.11 and CTC leaflet CL 622, *Serving English Learners*. Also see AR 4112.22 *Staff Teaching English Learners*.

Whenever one or more English learners are enrolled in a dual-language immersion classroom, the class shall be taught by a teacher who possesses the appropriate authorization issued by the Commission on Teacher Credentialing.

(cf. 4112.22 Staff Teaching English Learners)

Note: Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of students enrolled in the school to establish a language acquisition program other than, or in addition to, programs available at the school. When the request is for a dual-language immersion program, requests from parents/guardians of enrolled students who are native speakers of English shall be considered along with requests from parents/guardians of English learners in determining whether the threshold has been met to require district response. See AR 6174 - Education for English Learners.

If a school does not currently offer a dual-language immersion program but the parents/guardians of 30 or more students at the school, or 20 or more students at the same grade level, request the establishment of such a program, the district shall determine whether it is possible to offer such a program in accordance with 5 CCR 11311.

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CSBA Sample Administrative Regulation

Instruction

AR 6145.2(a)

ATHLETIC COMPETITION

Nondiscrimination and Equivalent Opportunities in the Athletic Program

Note: The following section reflects pertinent provisions of state and federal law regarding nondiscrimination (Education Code 200-262.4; 5 CCR 4900-4965; Title IX, 20 USC 1681-1688). The Office for Civil Rights (OCR) in the U.S. Department of Education oversees complaints regarding violations of Title IX.

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230; 5 CCR 4920; 34 CFR 106.41)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

Note: 5 CCR 4921 and 34 CFR 106.41 authorize the establishment of separate teams for males and females where the selection of teams is based on competitive skills. 34 CFR 106.41 also authorizes single-sex teams for contact sports, as defined. Because state regulations do not address single-sex teams for contact sports, districts should consult legal counsel prior to establishing any such single-sex team for a contact sport for which selection is not based on competitive skills.

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Note: Pursuant to Education Code 221.5, a district is required to permit a transgender student to participate in sex-segregated school programs and activities, including athletic teams and competitions, consistent with **his/her the student's** gender identity, regardless of the gender listed in the student's records; see BP/AR 5145.3 - Nondiscrimination/Harassment. The California Interscholastic Federation's (CIF) bylaws and Guidelines for Gender Identity Participation contain procedures for addressing student complaints regarding gender identity-based participation in interscholastic sports. Also see CSBA's Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination.

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with **his/her the student's** gender identity, **irrespective of the gender listed on the student's records, and for which he/she the student** is otherwise eligible to participate; **irrespective of the gender listed on the student's records**. (Education Code 221.5)

(cf. 5125 - Student Records)

ATHLETIC COMPETITION (continued)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

Note: 5 CCR 4922 and 34 CFR 106.41, as reflected in items #1-11 below, list factors that districts must consider when determining whether equivalent opportunities are being provided. CIF's A Guide to Equity in Athletics suggests actions that districts can take for each of the factors to help the district meet its equivalence goals. Any district with questions about equivalent athletic opportunities for its students should consult legal counsel.

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

Note: Education Code 230 provides the following three-part test to determine if a district has effectively accommodated the interests and abilities of both sexes in athletics. This test is the same three-part test that is used by OCR for helping to determine equivalent opportunities under Title IX.

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

Note: CIF's A Guide to Equity in Athletics advises that, in order to meet the criterion specified in item #1a below, the ratio of male/female athletes should be within five percent of the ratio of male/female district enrollment.

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

Note: In evaluating whether there is an unmet interest in a particular sport and sufficient ability to sustain a team in the sport (item #1c below), OCR considers (1) whether an institution uses nondiscriminatory methods of assessment when determining the athletic interests and abilities of its students, (2) whether a

ATHLETIC COMPETITION (continued)

viable team for the underrepresented sex was recently eliminated, (3) multiple indicators of interest, (4) multiple indicators of ability, and (5) frequency of conducting assessments. A student survey is one indicator that may be used. A letter issued by OCR in April 2010 provides information that the district might consider in developing its own survey. In addition, CIF's A Guide to Equity in Athletics provides sample surveys.

- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program
2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity

Note: 5 CCR 4922 clarifies that unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams shall not by itself constitute a failure to provide equivalent opportunities. However, the provision of necessary funding for teams of both sexes is a factor in the determination, as specified below.

11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender

ATHLETIC COMPETITION (continued)

2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

Concussions and Head Injuries

Note: Education Code 49475 requires districts to distribute information on concussions and head injuries to student athletes and their parents/guardians. The district may use fact sheets developed by the Centers for Disease Control and Prevention (CDC), available on CIF's web site, or other resources to develop the information sheet.

The requirements of Education Code 49475 apply to any district that offers an athletic program at any grade level and for any sport. These requirements do not apply to students engaging in an athletic activity during the regular school day or as part of a physical education course.

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

Note: Education Code 49032 requires that each high school coach complete an education program that includes, but is not limited to, a basic understanding of the signs and symptoms of concussions and appropriate response to them. CIF makes free online courses available through its CIF's web site. Also see AR 4127/4227/4327 - Temporary Athletic Team Coaches.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

ATHLETIC COMPETITION (continued)

Note: Education Code 49475 requires that a student at any grade level engaged in an athletic program apart from the regular school day or physical education course who is suspected of sustaining a concussion be immediately removed from the athletic activity and not be allowed to return until a health care provider provides written clearance. CDC's web site includes an Acute Concussion Evaluation form which may be used to provide injured students and their parents/guardians with information about monitoring symptoms and the health care provider's recommendations regarding returning to daily activities, school, and sports. See CIF's web site for additional information regarding concussions.

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, **he/she the student** shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until **he/she the student** is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the **athlete student** sustained a concussion or a head injury, the **athlete student** shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

Note: The following paragraph is for use by districts that offer a football program and may be revised to reflect the grade levels offered by the district.

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, *full-contact practice* means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

Note: Pursuant to Education Code 35179.1, **as amended by AB 2800 (Ch. 21, Statutes of 2018), effective January 1, 2019**, the district or CIF-developed coaching education program required by Education Code 49032 must include training on the signs and symptoms of, and the appropriate response to, heat illness. The National Federation of State High Schools offers a free online course, available on CIF's web site, that fulfills these requirements.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

Note: The following **optional** paragraph reflects recommendations in CSBA's and CIF's joint publication Preventing Catastrophic Heat Illness, and may be expanded to include additional district strategies.

ATHLETIC COMPETITION (continued)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

Note: Education Code 33479.3 requires that student athletes and their parents/guardians receive information on the nature and warning signs of sudden cardiac arrest, as provided below. This information is available from CIF or, if the athletic activity is not governed by CIF, on the California Department of Education's (CDE) web site. In addition, Education Code 33479.2 encourages districts to post on their web sites the information provided on CDE's web site pertaining to sudden cardiac arrest.

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and **his/her** parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

Note: Education Code 33479.6 requires the coach of an athletic activity to complete, every two years, a training course related to the nature and warning signs of sudden cardiac arrest. See AR 4127/4227/4327 - Temporary Athletic Team Coaches. **CIF makes f**ree online courses **are** available through **its CIF's** web site.

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

Note: Education Code 33479.5 and CIF bylaws provide for a student's removal from participation in an athletic activity if **he/she the student** passes out or faints. As defined by Education Code 33479.1, an "athletic activity" includes (1) interscholastic athletics; (2) an athletic contest or competition sponsored by a school, including cheerleading and club-sponsored sports activities; (3) noncompetitive cheerleading sponsored by a school; and (4) practices, interscholastic practices, and scrimmages for all these activities. Pursuant to Education Code 33479.5, this requirement does not apply when a student engages in an athletic activity during the regular school day or as part of a physical education course, unless the activity constitutes a practice, interscholastic practice, or scrimmage. Furthermore, Education Code 33479.5 authorizes, but does not require, the removal of a student from an athletic activity if **he/she the student** exhibits symptoms of sudden cardiac arrest other than passing out or fainting, as provided below. However, to promote student safety, the district may choose to require its staff to remove **a student** from an athletic activity **if he/she a student who** exhibits any symptom of sudden cardiac arrest at any time.

ATHLETIC COMPETITION (continued)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following **his/her** participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, **he/she the student** may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until **he/she the student** is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

Note: Pursuant to Education Code 35179.6, **as added by AB 2009 (Ch. 646, Statutes of 2018), effective July 1, 2019**, a district that offers an interscholastic athletic program is required to make an automated external defibrillator (AED) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events. Education Code 35179.6 encourages districts to make AEDs available for emergency care or treatment within three to five minutes of sudden cardiac arrest to any person in attendance at an on-campus athletic activity or event. **See BP/AR 5141 - Health Care and Emergencies for requirements related to employee notifications and the proper use and maintenance of AEDs.**

Education Code 35179.6 clarifies that the district or district employee will not be liable for civil damages resulting from any act or omission in the rendering of emergency care or treatment provided that the employee complies with the requirements of Health and Safety Code 1797.196 and does not act with gross negligence or willful or wanton misconduct by using, attempting to use, or maliciously failing to use an AED to render emergency care or treatment.

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

(cf. 5141 - Health Care and Emergencies)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

ATHLETIC COMPETITION (continued)

Additional Parental Notifications

Note: The following **optional** section lists notices that the district may send to **parents/guardians of** students participating in interscholastic athletics **and their parents/guardians**. This section should be revised to reflect district practice.

Before a student participates in **practice or competition as part of** interscholastic athletic activities, the Superintendent or designee shall, in addition to providing **his/her the students and their** parents/guardians with ~~information on the signs and symptoms of concussions and sudden cardiac arrest as~~ **the notices** described above, send a notice to the **student's students and their** parents/guardians which:

Note: Education Code 33353 requires CIF to provide information to students and parents/guardians about procedures for discrimination complaints arising from interscholastic athletic activities. Education Code 33354 allows a complainant to file a discrimination complaint directly with CDE.

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

Note: Education Code 221.61 requires districts to post specified information on their web sites related to Title IX. 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. See AR 5145.3 - Nondiscrimination/Harassment. **Optional** item #2 below provides that this information will also be provided in writing to the parents/guardians of student athletes.

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

Note: In Kahn v. East Side Union High School District, the California Supreme Court analyzed the liability of a coach for an injury to a member of a high school diving team. The court acknowledged that some risk of injury is inherent in sports and part of a coach's job is to "push" a student athlete to advance **his/her in** skill level and to undertake more difficult tasks. According to the court, a coach could be found liable only when **he/she the coach** intentionally injures the student or engages in conduct that is so reckless that it is outside of the ordinary activity involved in teaching or coaching the sport.

The district may or may not wish to seek a waiver of liability for accidents or injuries resulting from participation in athletic activities. Whether a liability waiver is legally effective is likely to be determined on a case-by-case basis, and it is questionable whether a student's right to participate in extracurricular activities could be made contingent upon the submission of a waiver. Legal counsel should be consulted when addressing the complex issues related to liability waivers.

ATHLETIC COMPETITION (continued)

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

Note: Education Code 32221.5 requires the district to provide information about insurance protection to each student participating on a school athletic team. For specific language that must be contained in this statement, see AR 5143 - Insurance.

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

5. Requests parental permission for the student to participate in the program and, if appropriate, **to** be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

Note: Pursuant to Education Code 48900, a student may be subject to suspension or expulsion **if he/she for** engaging**ing**, or attempt**ing** to engage, in hazing.

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

7. Includes a copy of the local CIF league rules

Note: Pursuant to Education Code 49033 and CIF bylaws, any student participating in athletics and **his/her the student's** parent/guardian must sign **a the** statement **described below**, that the student will not use **androgenic/anabolic steroids, unless he/she has a written prescription from a licensed health care practitioner, or dietary supplements banned by the U.S. Anti Doping Agency as well as the substance synephrine. See Also see** BP/AR 5131.63 - Steroids.

8. Includes information about the CIF bylaw and district policy requiring any student athlete and **his/her the student's** parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, **or and will not use** prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

ATHLETIC COMPETITION (continued)

Note: Pursuant to Education Code 49476, as added by SB 1109 (Ch. 693, Statutes of 2018), the district must annually provide to student athletes and their parents/guardians CDC's opioid fact sheet for patients. The CDC's fact sheet, Prescription Opioids: What You Need To Know, is available on its web site.

- 9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.**

DRAFT

CSBA Sample Board Policy

Instruction

BP 6145.6(a)

INTERNATIONAL EXCHANGE

Note: The following optional policy is for use by districts that maintain secondary schools and accept enrollment of international students through approved programs sponsored by an International Student Exchange Placement Organization (ISEPO).

The policy does not apply to students who may otherwise meet district residency requirements for school attendance or to students whose parents/guardians were California residents who departed against their will, as defined in Education Code 48204.4. See AR 5111.1 - District Residency.

The Governing Board recognizes ~~that personal contact~~ **the value of interactions** between students of different countries and cultures ~~promotes~~ **in promoting** global awareness and international understanding **in an increasingly globalized and interconnected world.** ~~To that end, the~~ Board welcomes the enrollment of international exchange students **in district schools** and ~~further~~ encourages district students to take **any advantage of** opportunities that they may have to participate in such programs and study in another country.

With Board approval, a district school may establish a sister-school relationship with a school in another country.

District Students Studying in Another Country

~~District staff shall~~ **School counselors may provide information regarding international exchange programs and academic relevant counseling to district students who wish to study in a foreign country. Such counseling shall include a review of the student's completed coursework, academic achievement, and personal goals, and shall advise the student regarding requirements that the student must meet during attendance in the foreign school in order to maintain progress toward meeting district graduation requirements.**

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6164.2 - Guidance/Counseling Services)

~~District~~ **Credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.**

(cf. 6146.11 - Alternative Credits Toward Graduation)

International Student Exchange Programs - Students in District Schools

Note: Government Code 12623 requires that any organization that arranges for the placement of international exchange students in California schools first be registered with the Attorney General's Office.

INTERNATIONAL EXCHANGE (continued)

Pursuant to Education Code 35185, a district is authorized to request proof of the registration as a condition to enrolling a student.

For the protection of students and to reduce district liability, CSBA strongly recommends that districts ~~Districts may~~ check to see if a student placement organization is registered in California by reviewing the Registry List maintained by the Attorney General's Registry of International Student Exchange Visitor Placement Organizations. ~~The U.S. Department of State also maintains a listing of organizations designated to administer a high school visitor exchange program. See CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations for additional recommendations and best practices.~~

In addition, the Council for Standards for International Educational Travel (CSIET), a non-profit organization whose purpose is to identify reputable international exchange programs, annually develops an Advisory List ~~as a resource from which prospective districts can gain an understanding of the scope, background, and operations of programs that have been reviewed. The Advisory List includes descriptions of exchange organizations which, upon evaluation, were found to be in compliance with the identifying exchange organizations that fully, provisionally, or conditionally meet CSIET standards and were accepted for listing into one of three categories (Full Listing, Provisional Listing, or Conditional Listing). The CSIET standards evaluate a program's related to financial responsibility, as well as the student selection, student orientation, and the placement process.~~

It is the responsibility of the ISEPO to confirm the eligibility of international students for the exchange program. To be eligible, secondary students must (1) have a J-1 or F-1 visa; (2) not have previously attended school in the United States through an exchange program or on a J-1 or F-1 visa; and (3) either have not completed more than 11 years of primary and secondary study in their home country, excluding kindergarten, or be at least 15 years of age but not more than 18 years and six months of age as of the program start date.

The following **optional** paragraph is for use by districts that wish to only accept students participating in programs designated by the Attorney General's Office, ~~U.S. Department of State and CSIET.~~

~~To enroll~~ **Before enrolling an international exchange student in a district school, the Superintendent or designee shall request proof that the an international exchange student must be is participating in an exchange International Student Exchange Placement Organization (ISEPO) program registered with the California Attorney General's Office, designated by the U.S. Department of State and accepted for listing on the Council for Standards for International Educational Travel's Advisory List.**

The Superintendent or designee shall obtain from the ISEPO a description of the services to be performed by the ISEPO for the student, host family, and the district; telephone numbers that the student, host family, or district may contact for assistance; and a summary of the student's complete prior academic coursework completed. (Government Code 12628; 22 CFR 62.25)

The district may require additional documents which may include, but are not limited to, evidence that the student has health and accident insurance from the time of departure from home to the time the student returns to the home country. (11 CCR 360; 22 CFR 62.25)

INTERNATIONAL EXCHANGE (continued)

Note: The following **optional** paragraph may be used by districts that wish to limit the total number of international exchange students admitted into the district.

When necessary because of overcrowding within district schools or limited district resources, the Superintendent or designee may limit the number of international exchange students to be accepted at any district high school during any school year.

The district shall not incur any financial obligations when ~~sending and/or receiving~~ **educating** international exchange students. ~~Program sponsors shall provide assurance of their responsibility for health/accident/liability insurance, the student's home placement, and the resolution of any related personal difficulties which may arise. An international student, or the ISEPO on behalf of the student, shall reimburse the district for the full, unsubsidized per capita cost of providing education at a district school for the period of the visiting student's attendance.~~

(cf. 3260 - Fees and Charges)

Note: The following optional paragraph may be modified to reflect district practice. Federal and state law do not specify a formula for calculating the full, unsubsidized per capita cost of providing education to an international student for the purpose of determining the tuition that will be charged. Education Code 48052 identifies factors that must be considered in determining the total cost of educating a student who resides in a foreign country adjacent to California, which, for consistency, may also serve as a basis for calculating tuition for international students.

Alternatively, as described in CSBA's Legal Guidance Regarding International Student Exchange Placement Organizations, the district could use the per student amount of the high school base grant provided to districts under the local control funding formula, which could be augmented by the amount received by the district for separately funded categorical programs and any federal funding received by the district, or could consider its prior year per student expenditures.

It is recommended that districts consult with legal counsel in determining such a formula.

In determining the tuition for international exchange students, the district shall calculate the total cost of educating the student, including, but not limited to, the amount expended per student for the current provision of instruction and services, the use of buildings and equipment, the repayment of local bonds and interest payments and state building loan funds, capital outlay, and transportation to and from school.

The Superintendent or designee shall establish district criteria for issuing regular or honorary diplomas to international exchange students. The principal or designee shall refer to these criteria when assisting international exchange students in selecting classes and cocurricular activities based on the student's individual qualifications, needs, and interests.

(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.3 - Reciprocity of Academic Credit)

INTERNATIONAL EXCHANGE (continued)

District staff shall provide relevant counseling to district students who wish to study in a foreign country. District credit for courses successfully completed in the foreign country shall be granted in accordance with Board policy and administrative regulation.

(cf. 6146.11 Alternative Credits Toward Graduation)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35185 Miscellaneous administrative authority

48052 Nonresidents

48204.4 Evidence of residency for school enrollment

51225.5 Honorary diplomas; foreign exchange students

GOVERNMENT CODE

12620-12630 International Student Exchange Visitor Placement Organizations

87100 General prohibition, conflict of interest

CALIFORNIA CODE OF REGULATIONS, TITLE 11

350-384 California Uniform Supervision of International Student Exchange Visitor Placement Organizations

CODE OF FEDERAL REGULATIONS, TITLE 8

214.2 Students in academic high schools

CODE OF FEDERAL REGULATIONS, TITLE 22

62.25 Secondary school students, exchange visitor program

Management Resources:

CSBA PUBLICATIONS

Legal Guidance Regarding International Student Exchange Placement Organizations, 2014

WEB SITES

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

California Interscholastic Federation: <http://www.cifstate.org>

California Attorney General's Office: **California Office of the Attorney General, ISEPO:**
<http://www.caag.state.ca.us> **<https://oag.ca.gov/exchangestudents>**

California Interscholastic Federation: <http://www.cifstate.org>

Council on Standards for International Educational Travel: <http://www.csiet.org>

U.S. Department of State, Bureau of Educational and Cultural Affairs: <http://exchanges.state.gov>

U.S. Department of State, Exchange Visitor Program: <http://j1visa.state.gov/programs/secondary-school-student>

U.S. Immigration and Customs Enforcement: <http://www.ice.gov>

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CSBA Sample Administrative Regulation

Instruction

AR 6145.6(a)

INTERNATIONAL EXCHANGE

Note: The following optional administrative regulation is for use by districts that maintain secondary schools and accept enrollment of international students through approved programs sponsored by International Student Exchange Placement Organizations.

Admission

Prior to enrolling an international exchange student, the Superintendent or designee shall provide the International Student Exchange Placement Organization with written acceptance for the enrollment, including arrangements concerning the payment of tuition or the waiver of the tuition if applicable. (11 CCR 361; 22 CFR 62.25)

(cf. 5111.2 - Nonresident Foreign Students)

Note: The following **optional** paragraph may be revised to set a date by which the request for enrollment must be received.

In order to approve the admission of an international exchange student, the Superintendent or designee must receive a written request for enrollment before the end of the preceding school year.

Enrollment shall be for ~~one year only~~ **one semester or one school year. (22 CFR 62.25)**

(cf. 5111.2 - Nonresident Foreign Students)

All international exchange students shall meet state and district immunization requirements.

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.31 - Immunizations)

Athletics

Note: State bylaws of the California Interscholastic Federation (CIF) list eligibility requirements for participation by international exchange students in interscholastic athletics. These requirements include, but are not limited to, requiring that the student has been placed with a host family by an exchange program accepted for listing by the Council for Standards for International Educational Travel and **has been** approved by the CIF, California Attorney General's Office, and U.S. Department of State. Individual CIF section bylaws may have additional requirements.

International exchange students shall be eligible for participation in interscholastic sports in accordance with state bylaws of the California Interscholastic Federation as well as applicable section bylaws.

INTERNATIONAL EXCHANGE (continued)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Diplomas

International exchange students may be considered for a diploma if they have satisfactorily completed the district's graduation requirements.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.3 - Reciprocity of Academic Credit)

Note: Pursuant to Education Code 51225.5, the **Governing** Board may grant an honorary diploma to international exchange students who have completed the course of study required for graduation and are returning to their home countries following completion of one school year. Honorary diplomas must be distinguishable from the district's regular diploma. **See BP 6146.1 - High School Graduation Requirements.**

The following **optional** paragraph provides standards for the granting of the honorary diploma and should be revised to reflect district practice.

International exchange students who are not eligible for a regular diploma may receive an honorary diploma, provided they have completed at least one semester of full-time enrollment and achieved at least a 2.0 grade point average.

(cf. 5127 - Graduation Ceremonies and Activities)

At the discretion of the principal or designee, if International exchange students who do not meet requirements for a regular or an honorary diploma may, at the end of their visit, be given a **certificate or** letter certifying the time period for which they were enrolled **as well as a transcript documenting their completed coursework.**

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CSBA Sample Board Policy

Instruction

BP 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Note: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See [the CDE's](#) web site for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's publication [The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners](#), available on its web site.

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the [English Language Arts/English Language Development Framework](#) aligned to those standards. A supplementary resource, [Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning](#), specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, ~~integrated across all subject areas, and aligned with the state content standards.~~ The district's program **Such instruction** shall be based on sound instructional theory, **be aligned with state content standards**, ~~use standards-aligned instructional materials~~, emphasize inquiry-based learning and critical thinking skills, and **be integrated across all subject areas** ~~provide students with access to the full educational program.~~

EDUCATION FOR ENGLISH LEARNERS (continued)*(cf. 6011 - Academic Standards)**(cf. 6141 - Curriculum Development and Evaluation)**(cf. 6161.1 - Selection and Evaluation of Instructional Materials)**(cf. 6161.11 - Supplementary Instructional Materials)**(cf. 6171 - Title I Programs)*

Note: The following items are for use by districts that maintain middle and/or high schools and may be revised to reflect the grade levels offered by the district. Education Code 60811.8, as added by AB 2735 (Ch. 304, Statutes of 2018), prohibits districts from denying any student who is an English learner the opportunity to enroll in core curriculum courses, courses required for middle school promotion or high school graduation, courses required for college admission, or advanced courses, with specified exceptions for recently arrived immigrant students. Pursuant to Education Code 60811.8, this law does not require districts to create supplemental courses in languages other than English.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

- 1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion**

However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

- 2. A full course load of courses specified in item #1 above**
- 3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner**

*(cf. 0415 - Equity)**(cf. 6141.4 - International Baccalaureate Program)**(cf. 6141.5 - Advanced Placement)*

Note: Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. The CDE's Roadmap provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.

EDUCATION FOR ENGLISH LEARNERS (continued)

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Note: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/**guardian** and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. ~~To support students' English language development,~~ ~~†The Superintendent or designee may also provide an English development adult literacy training program that leads to English fluency for parents/guardians and community members so that they may better support students' English language development.~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

~~English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level, integrated across all subject areas, and aligned with the state content standards. The district's program shall be based on sound instructional theory, use standards aligned instructional materials, emphasize inquiry based learning and critical thinking skills, and provide students with access to the full educational program.~~

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

EDUCATION FOR ENGLISH LEARNERS (continued)

~~(cf. 6161.1 – Selection and Evaluation of Instructional Materials)~~

~~(cf. 6161.11 – Supplementary Instructional Materials)~~

~~(cf. 6171 – Title I Programs)~~

Staff Qualifications and Training

Note: Commission on Teacher Credentialing (CTC) leaflet CL-622, Serving English Learners, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from ~~the~~ CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

~~(cf. 4112.22 - Staff Teaching English Learners)~~

Note: The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

~~(cf. 4131 - Staff Development)~~

~~(cf. 4231 - Staff Development)~~

~~(cf. 4331 - Staff Development)~~

Note: The following paragraph is **optional**. ~~The~~ CDE's Roadmap indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

~~To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.~~

EDUCATION FOR ENGLISH LEARNERS (continued)

Identification and Assessment

Note: **The** CDE's Roadmap emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development. Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using **a the** state **assessment designated by the SBE. The state English Language Proficiency Assessments for California (ELPAC) are aligned with the 2012 state standards for ELD. They include The ELPAC includes** an initial test for identifying students who may be English learners and an annual summative assessment for determining English learners' level of English proficiency and progress in acquiring the skills of listening, speaking, reading, and writing in English. CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration, **and** identification **of English learners**, and reclassification criteria.

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency **and needs in the areas of listening, speaking, reading, and writing in English using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.**

Once identified as an English learner, a student shall be annually assessed for language proficiency until **he/she the student** is reclassified based on criteria specified in the accompanying administrative regulation.

Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress (**CAASPP**) to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR 854.1-854.3, **as renumbered by Register 2018, No. 4**, during test administration.

Education Code 60640 also authorizes districts to administer a primary language assessment to English learners in grades 2-11 for the purpose of assessing students' competency in reading, writing, and listening in their primary language. The Standards Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state ELD standards. The new California Spanish Assessment is expected to be operational in the 2018-19 school year. CAASPP also includes the optional California Spanish Assessment for students in grades 3-8 and high school, which measures a student's competency in reading, writing, and listening in Spanish.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following paragraph is **optional**. **The** CDE's Roadmap highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

Note: Education Code 305-310 authorize parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

Note: The following **optional** paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

Note: Items #1-2 below are **optional** and may be revised to reflect district practice.

EDUCATION FOR ENGLISH LEARNERS (continued)

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. ~~The district may offer a~~ **A** dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/~~Foreign~~ Language Instruction)

2. ~~The district may offer a~~ **A** transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

Note: The following paragraph is for use by districts that maintain any of grades K-3.
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The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. ~~He/she~~ **The Superintendent or designee** shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.
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EDUCATION FOR ENGLISH LEARNERS (continued)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

Note: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, the CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas

EDUCATION FOR ENGLISH LEARNERS (continued)

5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference: (see next page)

EDUCATION FOR ENGLISH LEARNERS (continued)*Legal Reference:*EDUCATION CODE300-340 *English language education, especially:*305-310 *Language acquisition programs*313-313.5 *Assessment of English proficiency*430-446 *English Learner and Immigrant Pupil Federal Conformity Act*33050 *State Board of Education waiver authority*42238.02-42238.03 *Local control funding formula*44253.1-44253.11 *Qualifications for teaching English learners*48980 *Parental notifications*48985 *Notices to parents in language other than English*52052 *Accountability; numerically significant student subgroups*52060-52077 *Local control and accountability plan*52160-52178 *Bilingual Bicultural Act*56305 *CDE manual on English learners with disabilities*60603 *Definition, recently arrived English learner*60640 *California Assessment of Student Performance and Progress***60811-60812 *Assessment of English language development***62002.5 *Continuation of advisory committee after program sunsets*CODE OF REGULATIONS, TITLE 5854.1-854.3 *CAASPP and universal tools, designated supports, and accommodations*854.9 *CASSPP and unlisted resources for students with disabilities*11300-11316 *English learner education*~~11510-11517.5 *California English Language Development Test*~~11517.6-11519.5 *English Language Proficiency Assessments for California*UNITED STATES CODE, TITLE 201412 *Individuals with Disabilities Education Act; state eligibility*1701-1705 *Equal Educational Opportunities Act*6311 *Title I state plan*6312 *Title I local education agency plans*6801-7014 *Title III, language instruction for English learners and immigrant students*7801 *Definitions*CODE OF FEDERAL REGULATIONS, TITLE 34100.3 *Discrimination prohibited*200.16 *Assessment of English learners*COURT DECISIONS*Valeria O. v. Davis, (2002) 307 F.3d 1036**California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141**McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196**Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698*ATTORNEY GENERAL OPINIONS83 *Ops.Cal.Atty.Gen. 40 (2000)**Management Resources:*CSBA PUBLICATIONS*English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018**English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017**Management Resources continued: (see next page)*

EDUCATION FOR ENGLISH LEARNERS (continued)*Management Resources: (continued)*CSBA PUBLICATIONS (continued)

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**California Practitioners' Guide for Educating English Learners with Disabilities, 2019**

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018

Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, rev. March 2015

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

THE EDUCATION TRUST- WEST PUBLICATIONS

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018

Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <https://west.edtrust.org>

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

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CSBA Sample Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English **in his/her at** home from early childhood and English has been **his/her the** primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California (ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). (Education Code 313, 52164.1; 5 CCR ~~11511~~ **11518.5**)

Each year after a student is identified as an English learner and until ~~he/she~~ **the student** is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Note: ~~5 CCR 11518.30-11518.35, as renumbered by Register 2017, No. 23, specify allowable variations and accommodations in the administration of the state English language proficiency assessment.~~

~~The ELPAC shall be administered in accordance with test publisher instructions and 5 CCR 11518.5-11518.20. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11518.30-11518.35.~~

Note: **5 CCR 11518.35 specifies "universal tools" that may be used with all students in ELPAC administration, and "designated supports" and "accommodations" that may be used with students with disabilities when specified in their individualized education program or Section 504 plan.**

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. ~~English learners with disabilities must be allowed to take the test with accommodations as specified in their individualized education program or Section 504 plan.~~ Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16 provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Pursuant to Education Code 56305, as amended by AB 99 (Ch. 15, Statutes of 2017), requires CDE to develop, by January 1, 2019, has developed a manual, California Practitioners' Guide for Educating English Learners with Disabilities, providing which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

~~The ELPAC shall be administered~~ **Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted** in accordance with test publisher instructions and **5 CCR 11518.5-11518.2035.**

EDUCATION FOR ENGLISH LEARNERS (continued)

~~Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11518.25-11518.35; 20 USC 1412)~~

(cf. 6159 - Individualized Education Program)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

The Superintendent or designee shall notify parents/guardians of their child's results on the ELPAC within 30 calendar days following receipt of the results from the test contractor **or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year.** (Education Code 52164.1; 5 CCR ~~11511.5~~ **11518.15**)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of ~~his/her child's~~ **the student's** English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program

EDUCATION FOR ENGLISH LEARNERS (continued)

2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Note: Education Code 313.2, as amended by AB 81 (Ch. 609, Statutes of 2017), requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards
5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

EDUCATION FOR ENGLISH LEARNERS (continued)

7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.
2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.
3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program
 - b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent

EDUCATION FOR ENGLISH LEARNERS (continued)

professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

~~Note: Pursuant to 5 CCR 11310, as amended by Register 2018, No. 20, districts are required to notify parents/guardians regarding language acquisition programs at the beginning of each school year or upon a student's enrollment. The following section includes the notice requirements pursuant to 5 CCR 11310.~~

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language

EDUCATION FOR ENGLISH LEARNERS (continued)

6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. Additional guidance is available on **the** CDE's web site. The district may expand the following list to reflect any additional criteria it has established.

The **measures procedures** used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

Note: Pursuant to Education Code 313.3, as added by AB 1808 (Ch. 32, Statutes of 2018), CDE is required to develop, by June 30, 2020, a standardized teacher observation protocol for use in evaluating a student's English language proficiency, as required by item #2 below, as well as professional development tools to train teachers on the use of the protocol.

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

EDUCATION FOR ENGLISH LEARNERS (continued)

3. Parent/guardian ~~opinion and consultation~~ **involvement, including:**
- a. **Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate**
 - b. **Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process**

~~The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.~~

Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents (Reclassification Guidance for 2017-18) dated April 28, 2017 clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or districts may select another local assessment. ~~The~~ CDE correspondence provides examples of appropriate measures and is available on ~~the~~ CDE's web site.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether ~~the student needs~~ any additional academic support **is needed**.

Advisory Committee

Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a parent/guardian advisory committee is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committee are specified in 5 CCR 11308.

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

EDUCATION FOR ENGLISH LEARNERS (continued)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

EDUCATION FOR ENGLISH LEARNERS (continued)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

DRAFT

(3/17 7/18) 7/19

CSBA Sample Board Policy

Instruction

BP 6179(a)

SUPPLEMENTAL INSTRUCTION

Note: The following policy is **mandated** pursuant to Education Code 48070.5 and should be revised to reflect the grade levels offered by the district.

Pursuant to Education Code 52060-52077, the Governing Board must annually adopt a local control and accountability plan which includes goals and actions aligned with **eight**-state priorities, including student achievement; see BP/AR 0460 - Local Control and Accountability Plan. The provision of high-quality supplemental instruction may be one strategy to improve student achievement outcomes for underperforming students.

In addition, the provision of supplemental instruction may be a strategy to assist low-performing schools identified by the California Department of Education for comprehensive or targeted support and improvement pursuant to 20 USC 6311. Such schools are required to develop and implement a school plan to improve student outcomes.

The Governing Board recognizes that high-quality supplemental instruction can motivate and support students to attain grade-level academic standards, overcome academic deficiencies, and/or acquire critical skills. The district shall offer programs of direct, systematic, and intensive supplemental instruction to meet student needs. Supplemental instruction shall be offered in accordance with law and may be used to assist the district in meeting its goals for student achievement.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.5 - Elementary/Middle School Graduation Requirements)
(cf. 6164.5 - Student Success Teams)

Supplemental instruction may be offered during and outside the regular school day, including during the summer, before school, after school, on Saturday, and/or during intersessions. When supplemental instruction is offered during the regular school day, it shall not supplant the student's instruction in the core curriculum areas or physical education.

(cf. 5148.2 - Before/After School Programs)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)

As appropriate, supplemental instruction may be provided through a classroom setting, individual or small group instruction, technology-based instruction, and/or an arrangement with a community or other external service provider.

SUPPLEMENTAL INSTRUCTION (continued)

When determined to be necessary by the principal or designee **and when written parent/guardian consent is obtained for the student's participation**, a student may be required to participate in supplemental instruction outside the regular school day. **In such cases, written parent/guardian consent shall be obtained for the student's participation.**

Note: Pursuant to Education Code 37252.2, districts are required to provide supplemental instruction to students in grades 2-9, inclusive, who have been retained or recommended for retention, as provided below. Education Code 48070.5 **mandates** that districts adopt policy indicating the manner in which opportunities for remedial instruction will be provided to students who are recommended for retention. See BP/AR 5123 - Promotion/Acceleration/Retention for information regarding the criteria for identifying students for retention.

Supplemental instruction shall be offered to students **in grades 2-9 who have been retained or are** recommended for retention, **or are identified as being at risk for retention**, at their current grade level. (Education Code 37252.2, 48070.5)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6162.51 - State Academic Achievement Tests)

Note: The Every Student Succeeds Act (ESSA) (P.L. 114-95) repealed 20 USC 6316 which had required Title I schools identified for program improvement in year 2 or beyond to provide eligible students with supplemental educational services from an approved service provider. In accordance with the California Department of Education's (CDE) Every Student Succeeds Act 2016-17 School Year Transition Plan (April 2016), the CDE has elected to instead require the provision of alternative supports, defined and administered by the district, to eligible students beginning with the 2016-17 school year. See AR-0520.2 - Title I Program Improvement Schools for details regarding this requirement.

~~The district shall offer alternative supports designed to increase the academic achievement of socioeconomically disadvantaged students attending schools identified by the California Department of Education for program improvement for two or more consecutive years.~~

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

~~*(cf. 0520.3 - Title I Program Improvement Districts)*~~

Note: Items #1-~~32~~ below are **optional** and may be revised to reflect district practice.

In addition, supplemental instruction may be offered to:

Note: Education Code 37252.8 authorizes, but does not require, districts to offer supplemental instruction to students in grades 2-6 who have been identified as being "at risk" for retention based on state assessment results, grades, or other indicators. See BP-5123 - Promotion/Acceleration/Retention for further information about criteria for identifying students as at risk of retention. If districts choose to offer such instruction, Education Code 48070.5 **mandates** that they adopt policy indicating the manner in which opportunities for remedial instruction will be provided to students who are at risk for retention.

SUPPLEMENTAL INSTRUCTION (continued)

~~1. Students who are identified as being at risk for retention based on state assessment results, grades, or other indicators~~

~~(cf. 5121 - Grades/Evaluation of Student Achievement)~~

~~(cf. 6162.51 - State Academic Achievement Tests)~~

~~Note: Education Code 37252.8 authorizes, but does not require, districts to offer supplemental instruction to students in grades 2-6 who are identified as having a deficiency in mathematics, reading, or written expression based on state assessment results. At their discretion, districts may offer such instruction to students who demonstrate academic deficiencies at any grade level or in any subject matter.~~

2.1. Students who demonstrate academic deficiencies that may jeopardize their attainment of academic standards

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

Note: The following **optional** item may be used by districts maintaining high schools **to provide support to students who need assistance to meet graduation requirements.**

3.2. High school students who need support to successfully complete courses required for graduation

Legal Reference: (see next page)

SUPPLEMENTAL INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

37200-37202 School calendar

37223 Weekend classes

~~37252-37254.1~~ Supplemental instruction, summer school

42238.01-~~42238.07~~ 42238.5 Local control funding formula

46100 Length of school day

48070-48070.5-6 Promotion and retention

48200 Compulsory education

48985 Translation of notices

51210-51212 Courses of study, elementary schools

51220-51228 Courses of study, secondary schools

52060-52077 Local control and accountability plan

60603 Definitions, core curriculum areas

60640-60649 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

11470-11472 Summer school

UNITED STATES CODE, TITLE 20

6311 State plan

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

WEB SITES

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

California Department of Education: <http://www.cde.ca.gov>

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

CSBA Sample Board Bylaw

Board Bylaws

BB 9321(a)

CLOSED SESSION ~~PURPOSES AND AGENDAS~~

Note: Pursuant to Government Code 54962, the Governing Board may hold a closed session only for purposes expressly authorized by the Brown Act (Government Code 54950-54963) or by a provision of the Education Code. Government Code 54954.5 provides specific agenda descriptions for most closed session items authorized by the Brown Act, as described throughout this bylaw and the accompanying Exhibit (1). Following the closed session, Government Code 54957.7 requires the Board to reconvene in open session to report any action taken in closed session, as described below and in the accompanying Exhibit (2).

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

~~Note: Government Code 54954.5 provides specific agenda descriptions for most closed session items authorized by the Brown Act.~~

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

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Note: Government Code 54957.7 states requires that, before holding any closed session, the Board must disclose in an open meeting the item(s) to be discussed in the closed session. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. These disclosures may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements. In addition, the Board is required to reconvene in open session upon conclusion of a closed session to report any action taken in the closed session.

In the open session preceding the closed session, the Board shall disclose in open session the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

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

CLOSED SESSION PURPOSES AND AGENDAS (continued)

(cf. 9321.1 - Closed Session Actions and Reports)

Note: Pursuant to Government Code 54957.1, a document approved or adopted in a closed session must be provided to any person who has submitted a written request within 24 hours of the posting of the agenda or who has made a standing request for all documentation as part of a request for meeting notices pursuant to Government Code 54954.1 or 54956.

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

Confidentiality

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

(cf. 1340 - Access to District Records)

Note: Pursuant to Government Code 54963, a Board member who discloses confidential information received in a closed session may be referred to the local grand jury or may be subject to action in a court of law. For a definition of confidential information and the actions that may be taken against a Board member if such information is disclosed, see BB 9011 - Disclosure of Confidential/Privileged Information.

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

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

(cf. 1340 - Access to District Records)

CLOSED SESSION PURPOSES AND AGENDAS (continued)**Personnel Matters**

Note: Government Code 54957 authorizes the use of closed sessions for personnel matters described below. For the purpose of these closed sessions, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes Board members. The Attorney General has concluded (59 Ops.Cal.Atty.Gen. 532 (1976)) that it is appropriate to use a closed session to discuss and evaluate Superintendent performance. (~~59 Ops.Cal.Atty.Gen. 532 (1976)~~) However, under the "personnel exception," the Board may not discuss or act upon any proposed change in compensation other than a reduction of compensation that results from the imposition of discipline ~~in closed session~~ under this exception.

In Fischer v. Los Angeles Unified School District, the court interpreted Government Code 54957 and found that the right to request an open session applies only when the Board hears specific complaints or charges brought against the employee. Thus, the right to request an open session does not apply when the Board is meeting in closed session to consider the appointment, employment, evaluation of performance, discipline, or dismissal of an employee.

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

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

Note: Pursuant to Government Code 54957, failure of the Board to give an employee against whom a "specific complaint or charge" has been made the notice described below will render any action taken by the Board in the closed session null and void. Determining whether a "specific complaint or charge" is involved is usually fact-specific and the Board should consult legal counsel as necessary. In Furtado v. Sierra Community College District, the court held that the term "specific complaints or charges" as used in Government Code 54957 does not include negative comments in an employee's performance evaluation. In another decision, Bell v. Vista Unified School District, the court determined that a presentation to the Board by a district staff member regarding an employee's violation of a California Interscholastic Federation rule constituted a "complaint or charge" and thus the employee was entitled to 24-hour notice. Yet another ruling, Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, held that when a board rejects its hearing officer's findings of fact and conducts its own hearing, the employee must be given 24-hour notice.

Furthermore, an Attorney General opinion (78 Ops.Cal.Atty.Gen. 218 (1995)) has clarified that a probationary certificated employee does not have the right to an open session when the Board is discussing whether or not to reemploy ~~him/her~~ **the employee** for a third consecutive school year. Education Code 44929.21 allows the Board to non-reelect a probationary certificated employee at the end of the first or second school year as long as written notice is given in accordance with law; see AR 4117.6 - Decision Not to Rehire.

CLOSED SESSION PURPOSES AND AGENDAS (continued)

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

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

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

Note: In Moreno v. City of King, the court held that the requirement for special meeting agenda items to notice the "business to be transacted or discussed" pursuant to Government Code 54956 does not eliminate the "brief general description of each item" requirement pursuant to Government Code 54954.2. The court also held that describing the business as "public employee (employment contract)" was not sufficient when at least a quarter of the meeting was devoted to a discussion of the employee and whether to terminate the employee. The court further held that describing the item as "public employee dismissal," as illustrated in Government Code 54954.5, would not violate the employee's privacy rights and it would also provide adequate public notice that dismissal would be considered. The court noted that while Government Code 54954.5 does not provide the exclusive means of compliance with agenda specification requirements, it demonstrates how privacy rights can be protected while also providing adequate notice.

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

Note: Government Code 54957.1 requires the Board to publicly report any closed session action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee. The Attorney General, in 89 Ops.Cal.Atty.Gen. 110 (2006), opined that boards are not required to publicly report an action taken in closed session to reject the proposed dismissal of an employee, as such a decision to maintain the status quo does not constitute "an action taken to dismiss."

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a

CLOSED SESSION PURPOSES AND AGENDAS (continued)

dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 4117.7/4317.7 - Employment Status Reports)

Negotiations/Collective Bargaining

Note: The Educational Employment Relations Act (Government Code 3540-3549.3) makes four specific exemptions from the Brown Act related to negotiations. Government Code 54957.6 provides that for the purpose of closed sessions related to collective bargaining, "employee" includes an officer or independent contractor who functions as an officer or employee but excludes any elected official, Board member, or other independent contractor.

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

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

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

Note: The Board is authorized pursuant to Government Code 54957.6, the "labor exception," to hold closed sessions with the district's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits to its represented and unrepresented employees, including the Superintendent. The Attorney General has opined in 57 Ops. Cal. Atty. Gen. 209 (1974) that a board may not meet in closed session for such purposes without the use of a designated representative who is involved with the "bona fide" negotiations with represented and/or unrepresented employees. The **California Office of the** Attorney General's publication The Brown Act: Open Meetings for Local Legislative Bodies, also states that the "labor exception" applies to **the Board** meeting in closed session to instruct its negotiator concerning negotiations with **current or** prospective employees.

CLOSED SESSION PURPOSES AND AGENDAS (continued)

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

(cf. 2121 - Superintendent's Contract)

~~Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

~~For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)~~

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

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

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

CLOSED SESSION PURPOSES AND AGENDAS (continued)**Matters Related to Students**

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

If a public hearing would lead to the disclosure of confidential student information, tThe Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion, **or a challenge to a student record.** If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student **the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session.** (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125.3 - Challenging Student Records)

(cf. 5144 - Discipline)

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Note: Although Government Code 54954.2 requires the agenda to have a brief general description of all closed session items to be discussed, Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code. Since the purpose of conducting the closed session is to protect student privacy rights, the following **optional** paragraph provides that student names shall not be included on the agenda.

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the

CLOSED SESSION PURPOSES AND AGENDAS (continued)

confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

(cf. 5125 - Student Records)

Note: Although Education Code 48918 states that student expulsion records are "nonprivileged, disclosable public records" and the Attorney General (80 Ops.Cal.Atty.Gen. 85 (1997)) has opined that districts must disclose the student's name, the court in Rim of the World Unified School District v. San Bernardino County Superior Court held that the federal Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g) preempts state law and prohibits the disclosure of student expulsion records to the public. Failure to comply with FERPA may lead to loss of federal funding. Because of the potential conflict between state and federal law, it is recommended that districts consult legal counsel prior to adopting the following paragraph.

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. **Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.** (Government Code **54956.5**, 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 9323.2 - Actions by the Board)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Note: Government Code 54956.5 authorizes an emergency meeting in closed session to meet with the law enforcement officials specified above pursuant to Government Code 54957. Two thirds of the Board members present at the meeting must agree to the need for the closed session. Those emergency situations that necessitate a need for an emergency meeting are listed in BB 9320 Meetings and Notices and include a terrorist attack, crippling disaster, or other activity that impairs public health or safety. For a list of actions for which more than a majority vote of the Board is required, see BB 9323.2 Actions by the Board.

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to **these** security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

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

Conference with Real Property Negotiators

Note: An Attorney General opinion (94 Ops.Cal.Atty.Gen. 82 (2011)) has concluded that only three subjects related to real property negotiations may be considered in closed session: (1) the amount of consideration the local agency is willing to pay or accept in exchange for the real property rights to be acquired or transferred; (2) the form, manner, and timing of how that consideration will be paid; and (3) items that are essential to arriving at the authorized price and payment terms. **Public disclosure of such items would reveal information that Government Code 54956.8 permits to be kept confidential.** Although Attorney General opinions are not binding, they are accorded deference by the courts.

In addition, the California Office of the Attorney General publication The Brown Act: Open Meetings for Legislative Bodies states that, since Government Code 54957.1 requires the Board to report, at the conclusion of a closed session, the approval of a final agreement concluding real property negotiations, the Board's power to grant authority to its negotiator must also include the power to finalize any agreement so negotiated.

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

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), ~~and the property under negotiation, and to specify~~ the person(s) with whom the negotiator may negotiate. ~~For purposes of real property transactions, negotiators may include members of the Board.~~ (Government Code 54956.8)

~~For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)~~

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

Pending Litigation

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

Note: Pursuant to Government Code 54956.9, the district is considered to be a "party," or to have "significant exposure," to a litigation if any of its officers or employees is a party or has significant exposure to the litigation under circumstances specified in items #1 and #2 below.
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Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a) **(d)(1)**)
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b) **(d)(2), (3)**)

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

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.
 - b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.
 - c. The receipt of a claim pursuant to the ~~Fort~~ **Government** Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.
- (cf. 3320 - Claims and Actions Against the District)
- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
 - e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat **of litigation** on ~~his/her~~ **the victim's** behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(e) **(d)(4)**)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

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

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

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

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

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

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

CLOSED SESSION PURPOSES AND AGENDAS (continued)

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

Joint Powers Agency Issues

Note: The following ~~section applies to~~ **paragraphs are for use by** districts participating in a joint powers agency (JPA) for insurance pooling or in a self-insurance authority.

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

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

(cf. 3530 - Risk Management/Insurance)

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

Note: Pursuant to Government Code 54956.96, a JPA may adopt a provision, either through a policy or through the joint powers agreement, authorizing a school district Board member serving on the JPA board to disclose confidential information received during the JPA board's closed session under the circumstances specified below. Government Code 54954.5 provides an agenda description for the purpose of this closed session. The following **optional** paragraphs are for use by districts that participate in a JPA that has adopted such a provision.

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may **also** meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA **that has direct financial or liability implications for the district**. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)~~

CLOSED SESSION PURPOSES AND AGENDAS (continued)

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

Review of Audit Report from California State Auditor's Office

Note: Government Code 54956.75 authorizes the Board to meet in closed session to discuss a **confidential** final draft audit report from the California State Auditor's Office. This authority relates to situations in which a member of the legislature has requested the California State Auditor's Office to audit a school district. This audit is separate from the annual audit that districts must conduct pursuant to Education Code 41020. The law does not authorize the Board to meet in closed session to discuss the district's annual audit.

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

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

Note: Government Code 54956.75 does not specify reporting requirements for closed sessions related to the review of the audit report from the State Auditor. The following optional paragraph reflects the purpose of the closed session.

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

Review of Assessment Instruments

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

~~(cf. 6162.5 - Student Assessment)~~

(cf. 6162.51 - State Academic Achievement Tests)

Note: The following **optional** paragraph provides for compliance with Government Code 54954.2, which requires the agenda to have a brief general description of all closed session items to be discussed. Government Code 54954.5 provides no specific description of agenda items related to closed sessions authorized by the Education Code.

CLOSED SESSION PURPOSES AND AGENDAS (continued)

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

Note: Education Code 60617 does not specify reporting requirements for closed sessions related to the review of student assessment instruments. The following optional paragraph reflects the purpose of the closed session.

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

*Legal Reference:*EDUCATION CODE**32281 School safety plans**

35145 Public meetings

35146 Closed session ~~(re student suspension)~~ **for student suspension or disciplinary action**

44929.21 Districts with ADA of 250 or more

48912 Governing board suspension **of student**

48918 Rules governing expulsion procedures; hearings and notice

49070 Challenging content of students records

49073-49079 Privacy of student records60617 ~~Meetings of governing board~~ **Closed session (re review of contents of statewide assessment)**GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6252-6270 California Public Records Act

54950-54963 The Ralph M. Brown Act

CALIFORNIA CONSTITUTION**Article 1, Section 3 Public right to access information**UNITED STATES CODE, TITLE 20**1232g Family Educational Rights and Privacy Act**CODE OF FEDERAL REGULATIONS, TITLE 34**99.1-99.8 Family Educational Rights and Privacy**COURT DECISIONS**Moreno v. City of King, (2005) 127 Cal.App.4th 17***Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860****Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104 Cal.App.4th 1393****Bell v. Vista Unified School District, ~~(2001)~~(2000) 82 Cal.App. 4th 672**Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87****Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d****Legal Reference continued: (see next page)*

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)

Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876

Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

94 *Ops.Cal.Atty.Gen.* 82 (2011)

89 *Ops.Cal.Atty.Gen.* 110 (2006)

86 *Ops.Cal.Atty.Gen.* 210 (2003)

78 *Ops.Cal.Atty.Gen.* 218 (1995)

59 *Ops.Cal.Atty.Gen.* 532 (1976)

57 *Ops.Cal.Atty.Gen.* 209 (1974)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2009-rev. 2014

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010

WEB SITES

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

California **Office of the Attorney General's Office**: <http://www.oag.ca.gov>

League of California Cities: <http://www.cacities.org>

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 12

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

SUBJECT:

Request to approve Resolution #770 adopting the 2018-2019 GANN Limit Calculations

BACKGROUND:

Government Code Section 7910 and Education Code Section 42132 require that each public school district annually calculate its statutory appropriations limit (Gann Limit).

The purpose of the Gann Initiative was to create a historic index against which increases in state and local government spending can be measured. It also creates a ceiling for public agency spending. The ceiling is adjusted annually for population and inflation factors.

STATUS:

Staff has prepared the calculation required to determine the Gann Limit for the District. Upon adoption by the Board of Trustees, the calculation is reported Sacramento County Office of Education who in turn forwards the information to the California Department of Finance.

PRESENTER:

Elizabeth Keema-Aston

OTHER PEOPLE WHO MIGHT BE PRESENT:

Not applicable

COST AND FUNDING SOURCES:

Not applicable

RECOMMENDATION:

That the Board approves Resolution #770 adopting the 2018-2019 GANN Limit Calculations

Time allocated: 3 minutes

**RIVER DELTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 770**

Resolution Adopting the 2018-19 Gann Appropriations Limit

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the River Delta Unified School District must establish a revised Gann Limit for the 2018-19 fiscal year and a projected Gann Limit for the 2019-20 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the River Delta Unified School District does provide public notice that the attached calculations and documentation of the Gann Limits are made in accord with applicable constitutional and statutory law;

BE IT FURTHER RESOLVED that this Board of Trustees of the River Delta Unified School District does hereby declare that the appropriations in the Budget for the 2018-19 and 2019-20 fiscal years do not exceed the limitations imposed by Proposition 4;

BE IT ALSO RESOLVED that the Superintendent, or his/her designee, will provide copies of this resolution along with the appropriate attachments to interested citizens of the River Delta Unified School District.

PASSED AND ADOPTED the 10th day of September, 2019 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

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. 770 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

September 10, 2019
(Date)

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2017-18 Actual			2018-19 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	12,459,809.24		12,459,809.24			13,197,384.97
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	1,816.18		1,816.18			1,855.65
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2017-18			Adjustments to 2018-19		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2018-19 P2 Report			2019-20 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	1,855.65		1,855.65	1,855.65		1,855.65
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			1,855.65			1,855.65
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2018-19 Actual			2019-20 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	58,644.79		58,644.79	79,246.00		79,246.00
2. Timber Yield Tax (Object 8022)	0.55		0.55	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	10,240,535.01		10,240,535.01	10,404,936.00		10,404,936.00
5. Unsecured Roll Taxes (Object 8042)	923,178.95		923,178.95	931,826.00		931,826.00
6. Prior Years' Taxes (Object 8043)	(23,844.94)		(23,844.94)	(10,674.00)		(10,674.00)
7. Supplemental Taxes (Object 8044)	94,978.97		94,978.97	146,811.00		146,811.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	455,725.49		455,725.49	271,129.00		271,129.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	7,543.85		7,543.85	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	187,990.78		187,990.78	606,477.00		606,477.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	11,944,753.45	0.00	11,944,753.45	12,429,751.00	0.00	12,429,751.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	11,944,753.45	0.00	11,944,753.45	12,429,751.00	0.00	12,429,751.00

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			304,721.66			321,091.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			304,721.66			321,091.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	9,186,396.00		9,186,396.00	9,356,769.00		9,356,769.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(3,411.00)		(3,411.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	9,182,985.00	0.00	9,182,985.00	9,356,769.00	0.00	9,356,769.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	25,317,487.31		25,317,487.31	23,903,153.00		23,903,153.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	159,680.05		159,680.05	60,000.00		60,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			12,459,809.24			13,197,384.97
2. Inflation Adjustment			1.0367			1.0385
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0217			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			13,197,384.97			13,705,484.29
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			11,944,753.45			12,429,751.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			222,678.00			222,678.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			1,557,353.18			1,596,824.29
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			1,557,353.18			1,596,824.29
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			85,699.72			35,297.12
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			12,030,453.17			12,465,048.12
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			1,471,653.46			1,561,527.17
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			12,030,453.17			
b. State Subventions (Line D8)			1,471,653.46			
c. Less: Excluded Appropriations (Line C23)			304,721.66			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			13,197,384.97			

BOARD OF TRUSTEES
RIVER DELTA UNIFIED SCHOOL DISTRICT

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Nicole Latimer, Director of Educational Services

Item Number: 14

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

SUBJECT:

Request to hold a Public Hearing on the Sufficiency of Textbooks and Instructional Materials and to approve Resolution #771 on the Sufficiency of Textbooks and Instructional Materials as per Education Code Section 60119 and 5 CCR 9531 for 2019-2020 school year.

BACKGROUND:

In order to be eligible to receive instructional materials funds, the governing board of each district and county office of education is required to hold an annual public hearing and adopt a resolution stating whether each pupil in the district has sufficient textbooks or instructional materials in specified subjects (Math, English Language Arts, Science, History-Social Science, Science Lab Equipment) that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board.

STATUS:

Every school in the River Delta Unified School District has been sent a "sufficiency of instructional materials" survey as part of the District's compliance procedures. All of the District's schools have noticed the District Office that there are sufficient instructional materials for every student as outlined in Education Code 60119 and 5 CCR 9531.

The resolution must be passed by roll call vote.

PRESENTER: Nicole Latimer, Director of Educational Services

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

There is no cost to the District unless sufficiency is not reached.

RECOMMENDATION:

That the Board holds a Public Hearing on the Sufficiency of Textbooks and Instructional Materials and that they approve Resolution #771 on the Sufficiency of Textbooks and Instructional Materials as per Education Code Section 60119 and 5 CCR 9531 for the 2019-2020 school year.

Time allocated: 3 minutes



RIVER DELTA UNIFIED SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING and School Board Meeting September 10, 2019 at 6:30 p.m. at the Walnut Grove Elementary School

California Education Code 60119 requires that school districts, in order to receive instructional materials from any State source, in each fiscal year shall hold a public hearing regarding the sufficiency of instructional materials in the District. The Board, following public input, shall adopt a resolution regarding textbook sufficiency and execute a certification of compliance in accordance with California Education Code 60119 (and to comply with provisions of the *Williams Settlement*).

A public hearing on the sufficiency of instructional materials in the River Delta Unified School District is scheduled for hearing after 6:30 p.m. on September 10, 2019, during the regularly scheduled Board Meeting, at the Walnut Grove Elementary School, Walnut Grove, California. Interested members of the public are invited to address the Board on the issue. For further information or questions, please call Nicole Latimer at (707) 374-1725.

REQUESTED TO BE POSTED: District Office, School Sites and Rio Vista Library, Isleton Library, Walnut Grove Library, Courtland Library, Clarksburg Library; and requested to be printed in the River News Herald.

**RIVER DELTA UNIFIED SCHOOL DISTRICT
RESOLUTION #771**

**Resolution on Sufficiency of Textbooks and/or
Instructional Materials
For 2019-2020**

Whereas, the Board of Trustees of the River Delta Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on September 10, 2019, at 6:30 o'clock in the evening (which is on or before the eighth week of school -- between the first day that students attend school and the end of the eighth week from that day-- 8/7/19 – 10/2/19) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the River Delta Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and to take home, and;

Whereas between the 2008-09 through the 2019-2020 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the River Delta Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks and instructional materials were provided to each student, including English learners, which are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

Mathematics

Science

History-Social Science

English/Language Arts, including the English language development component of an adopted program

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for Science Laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED, that for the 2019-2020 school year, the River Delta Unified School District, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED the 10th day of September, 2019 by the Board of Trustees of the River Delta Unified School District of Sacramento County, California, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
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. 771 adopted by the said Board at a Regular Board 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

September 10, 2019
(Date)

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Ken Gaston, Director of MOT

Item Number: 15

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

SUBJECT: Request approval to purchase a Mini Excavator and a Mower from Dolk Tractor Company for a total cost of \$40,000 and an additional purchase of two trucks from Abel Chevrolet, a 2019 Chevrolet Silverado C3500 and a 2019 Chevrolet C1500 with a cost of \$73,596.10

BACKGROUND:

Clean Air Review Board (CARB) Funds Project for 2019 has granted the District \$60,000 for Light Duty Fleet Vehicle Replacement with matching funds from the District of \$40,000 paid from the MOT carry over funds from prior year.

STATUS:

The District has been granted approval by the grantor to move forward with the matching funds portion of the purchase of the mini excavator and the mower totaling \$40,000. The purchase of the trucks will move forward once the grant funds have been received.

PRESENTER:

Ken Gaston

OTHER PEOPLE WHO MIGHT BE PRESENT:

COST AND FUNDING SOURCES:

CARB Grant Funding (\$60,000), District matching funds from prior year carry over (\$40,000) and MOT current year budget (\$13,596.10).

RECOMMENDATION:

That the Board approves the purchase of a mini excavator, a mower and two Chevrolet Silverado trucks.

Time allocated: 5 minutes



Dolk Tractor Company

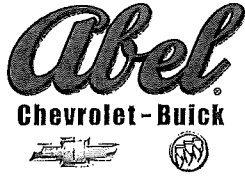
est. 1948

242 N Front Street
Rio Vista, CA 94571
(707) 374-6438

Quote Sheet

DATE: 8/1/19

MAKE	DESCRIPTION	PRICE
New Holland	(NEW) E37C Mini Excavator	\$42,150.25
	Includes: Rubber Tracks; Quick Attach (KLAC) Bucket Option with 18" Bucket;	
	Hydraulic Thumb Kit; Long Arm Option; 10'3" Digging Depth; Hydraulic Rear Blade	
	24.4 Horsepower Yanmar Diesel Engine	
	<i>LESS New Holland Corporate Government Entity Discount</i>	<\$7,856.74>
	<i>LESS New Holland Special Exception MarkDown</i>	<\$817.84>
Kubota	(NEW) Z122RKW-42 Zero Turn Mower	\$3,692.08
	Includes: 21.5 Horsepower Kawasaki Commercial Gas Engine; 42" Mowing Deck	
	<i>LESS Kubota Corporate Government Entity Discount</i>	<\$180>
	SUBTOTAL	\$36,987.75
	Tire Tax	\$7
	8.125% Sales Tax	\$3,005.25
	TOTAL	\$40,000



SERVING THE DELTA SINCE 1935

280 North Front St
Rio Vista, California 94571
(707) 374-6317 | (800) 669-1329
Fax (707) 374-6184
www.DriveAbel.com

Service Hours:
Monday thru Friday
7:00am to 5:30pm
Sales Hours:
Monday thru Friday
7:30am to 6:00pm
Saturday 9:00am to 5:00pm



Stock #

VIN

Deal # 0010751

August 21, 2019

Vehicle Not Found
RIVER DELTA UNIFIED SCHOOL DISTR

Phone: 7073746336
Email:

Salesperson: ANTHONY WONG

Sale Information

Table with 2 columns: Item, Price. Rows include Retail price (\$0.00), Selling price (\$29,865.30), Accessories (\$0.00), Service Contract (\$0.00), Gap Insurance (\$0.00), Rebates (\$0.00), Net trade (\$0.00), Fees (\$615.75), Sales tax (\$2,433.46), Balance due of (\$32,914.51)

Trade Information

Table with 2 columns: Item, Price. Rows include Trade allowance (\$0.00), Trade payoff (\$0.00), Net trade (\$0.00)

Cash Option

Balance due of \$32,914.51

Finance Option

Initial investment

Lease Option

Initial Investment

Balloon Option

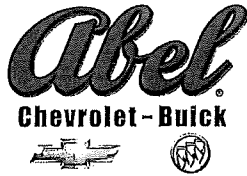
Initial Investment

Please submit this worksheet to management for its review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature:

Dealership approval:



SERVING THE DELTA SINCE 1935

280 North Front St
Rio Vista, California 94571
(707) 374-6317 | (800) 669-1329
Fax (707) 374-6184
www.DriveAbel.com

Service Hours:
Monday thru Friday
7:00am to 5:30pm

Sales Hours:
Monday thru Friday
7:30am to 6:00pm
Saturday 9:00am to 5:00pm



Stock # 5017

VIN 1GB3CVCG8KF107411

Deal # 0010749

August 21, 2019

2019 CHEVROLET SILVERADO C3500
RIVER DELTA UNIFIED SCHOOL DISTR

Phone: 7073746336
Email:

Salesperson: ANTHONY WONG

Sale Information

Table with 2 columns: Item, Price. Rows include Retail price (\$47,775.00), Selling price (\$37,033.00), Accessories (\$0.00), Service Contract (\$0.00), Gap Insurance (\$0.00), Rebates (\$0.00), Net trade (\$0.00), Fees (\$632.75), Sales tax (\$3,015.84), Balance due of (\$40,681.59).

Trade Information

Table with 2 columns: Item, Price. Rows include Trade allowance (\$0.00), Trade payoff (\$0.00), Net trade (\$0.00).

Cash Option

Balance due of \$40,681.59

Finance Option

Initial Investment

Lease Option

Initial Investment

Balloon Option

Initial Investment

Please submit this worksheet to management for its review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature:

Dealership approval:

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

445 Montezuma Street
Rio Vista, California 94571-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 16

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

SUBJECT:

Request to approve Resolution #772 Consent to Assignment of Program and Construction Management Contracts from RGM and Associates, Inc. to RGM Kramer, Inc.

BACKGROUND:

The District has entered into contracts with RGM and Associates, Inc. to perform District Program Support Services and District Construction Management Services on past projects. RGM has satisfactorily performed these services on these contracts.

STATUS:

The Merger of RGM and Associates, Inc. and Kramer Project Development Company became effective on September 1, 2019. The new legal name will be RGM Kramer, Inc., a California Corp.

PRESENTER:

Elizabeth Keema-Aston

OTHER PEOPLE WHO MIGHT BE PRESENT:

Not applicable

COST AND FUNDING SOURCES:

Not applicable

RECOMMENDATION:

That the Board approves Resolution #772 Consent to assignment of program construction management contracts from RGM and Associates, Inc. to RGM Kramer Inc.

Time allocated: 5 minutes



August 5, 2019

River Delta Unified School District of Sacramento
Attn: Elizabeth Keema – Aston, CBO
cc: Accounting Dept

RE: New Accounting Information

Dear Elizabeth,

We are pleased to inform you that RGM and Associates is finalizing a merger of operations with Kramer Project Development Company, a very similar and highly respected K12 planning and management firm in San Jose with over 16 Years representing Public K-12 School Districts. The merger will become effective September 1, 2019. The new legal name will be RGM Kramer Inc a California Corp, and the Employer Identification Number will be changed to # 84-2164123.

For work performed after September 1, 2019, Please process and remit any/all ongoing payments on accounts for RGM and Associates to **RGM Kramer Inc 3230 Monument Way Concord, CA 94518.**

We have enclosed for your records, a signed Assignment, Consent Form and a sample of a Board Resolution should you deem it necessary, which extends our commitment, obligations, responsibilities and indemnity. Please return the consent form and/or Board Resolution for our records. Additionally, we have also provided a completed W-9 form for your records to help make this transition as easy as possible for you and the District.

If you have any questions or concerns regarding this, please feel free to contact, Ralph J. Caputo, Rick Kramer, or John Caputo.

Ralph J. Caputo, 510-908-3300 / email: Ralph@rgmassociates.com

Rick Kramer, 408-246-6327 / email: rick@kramerpdc.com

John Caputo, 925-671-7717 / email: johnc@rgmassociates.com

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Ralph J. Caputo', with a horizontal line underneath.

Ralph J. Caputo
President

RGM and ASSOCIATES
3230 Monument Way
Concord, CA 94518
(925) 671-7717
FAX: (925) 671-7788
CSL 509513
Ralph@rgmassociates.com

Assignment of Construction Management Agreement

For value received, R.G.M. and Associates, a California corporation (“Assignor”) hereby assigns and transfers all of Assignor’s right, title, and interest in and to the Construction Management Agreement entered into on _____, 20____ (“Construction Management Contract”), by and between Assignor and River Delta Unified District of Sacramento, to RGM Kramer Inc a California corporation (“Assignee”).

By this Assignment, Assignor delegates to Assignee all of Assignor’s duties and obligations of performance and otherwise under the Construction Management Contract. By accepting this Assignment, Assignee agrees to assume and perform all duties, liabilities, and obligations that Assignor has under the Construction Management Contract, as if Assignee had been an original party to the Construction Management Contract from its inception. Assignee further agrees to indemnify, defend, and hold Assignor harmless from any and all liability for performance or nonperformance of the Construction Management Contract.

This Assignment shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Assignment.

This Assignment shall be governed by and construed in accordance with California law.

Dated: _____, 2019.

ASSIGNOR:

R.G.M. and Associates,
a California corporation



By: _____
Ralph Caputo, President

ASSIGNEE:

RGM Kramer Inc
a California corporation



By: _____
Ralph Caputo

Its: CEO _____

Consent to Assignment

The undersigned hereby consents to the assignment, transfer, and delegation to RGM Kramer Inc a California corporation ("Assignee") of all of R.G.M. and Associates', a California corporation ("Assignor") duties, liabilities, and obligations under the Construction Management Contract entered into by and between the undersigned and Assignor on _____, 20____, and the undersigned shall look solely to Assignee for performance or otherwise under that Construction Management Contract. This consent satisfies the written consent requirements of Section 11 of the Construction Management Contract.

Dated: September 10 , 2019.

SCHOOL DISTRICT:

River Delta Unified School District

By: _____
Name: Elizabeth Keema-Aston
Title: Chief business Officer

RESOLUTION NO. 772

**CONSENT TO ASSIGNMENT OF PROGRAM AND CONSTRUCTION MANAGEMENT CONTRACTS
FROM RGM and Associates, Inc. TO RGM KRAMER INC**

WHEREAS, the District has entered into active contract(s) with RGM and Associates, Inc. to perform agency Program Support Services and agency Construction Management Services on approved District projects and RGM and Associates, Inc. has been satisfactorily performing services on the contract(s).

WHEREAS, the contract(s) have assignment clauses that require RGM and Associates, Inc. to obtain written consent for RGM and Associates, Inc. to assign the agreement, duties and obligations required of the Contract(s) to another entity.

WHEREAS, on September 1, 2019 RGM and Associates, Inc. will be merging all personnel and resources with another company, Kramer Project Development Company, Inc. to form a separate lawful program and construction management company entitled RGM Kramer Inc

WHEREAS, on September 1, 2019, RGM and Associates, Inc. will cease to perform agency Program and Construction Management services.

WHEREAS, RGM Kramer Inc will perform all of the remaining services that RGM and Associates, Inc. would have performed and that all other terms and responsibilities of the existing contracts will remain unchanged.

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the River Delta Unified District of Sacramento, Solano County, California, does hereby permit RGM and Associates, Inc., to assign any and or all existing contracts to RGM Kramer Inc for services to be performed after September 1, 2019

PASSED AND ADOPTED by the Board of Trustees of the River Delta Unified District of Sacramento, City of Rio Vista, County of Solano, State of California, this 10 day of September, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Alicia Fernandez
President of the Board of Trustees of the
River Delta Unified District of Sacramento

Attested to:

Marilyn Riley
Clerk of the Board of Trustees of the
River Delta Unified District of Sacramento

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

445 Montezuma Street
Rio Vista, California 9457-1561

BOARD AGENDA BRIEFING

Meeting Date: September 10, 2019

Attachments: X

From: Elizabeth Keema-Aston, Chief Business Officer

Item Number: 17

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

SUBJECT:

Request to approve the service agreement with Maverick Networks for Mitel phone system support for fiscal year 2019-20 through 2021-22.

BACKGROUND:

The district installed a new Mitel phone system in fiscal year 2018-19 with the first years' support as part of the original contract. The software support service provided was acceptable and the district would like to continue to contract with Maverick for software support.

STATUS:

This is a three year contract through August 2022.

PRESENTER:

Elizabeth Keema-Aston, Chief Business Officer

OTHER PEOPLE WHO MIGHT BE PRESENT: N/A

COST AND FUNDING SOURCES: N/A

Fiscal Year 2019-20 will cost \$ 21,648.02

RECOMMENDATION:

That the Board approve the three-year contract with Maverick Networks for Services and Phone Support.

Time allocated: 5 minutes

